

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

|   |   |                                 |
|---|---|---------------------------------|
| <b>CAROL A. WILSON, Administrator, et al.</b> | ) | <b>CASE NO. 2:16-cv-739</b>     |
|   | ) |                                 |
| <b>Plaintiffs,</b>                            | ) | <b>JUDGE ALGENON L. MARBLEY</b> |
|   | ) | <b>MAGISTRATE JUDGE JOLSON</b>  |
| <b>v.</b>                                     | ) |                                 |
|   | ) |                                 |
| <b>A&amp;K ROCK DRILLING, INC.</b>            | ) |                                 |
|   | ) |                                 |
| <b>Defendant.</b>                             | ) |                                 |
|   | ) |                                 |

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**APPENDIX TO DEFENDANT’S MEMORANDUM IN SUPPORT OF  
MOTION FOR SUMMARY JUDGMENT**

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- Affidavit of Edward J. Atherton
  - Exhibit A: Collective Bargaining Agreements
  - Exhibit B: Trust Agreements
  - Exhibit C: 2004 and 2005 Audit Reviews
  - Exhibit D: E-mail exchange between Edward Atherton and Plaintiff’s in-house legal counsel, Bryan Barch
  - Exhibit E: ODJFS Employer’s Reports of Wages
  - Exhibit F: 2015 Audit Review
  - Exhibit G: Letter from Plaintiffs dated April 8, 2016 to A&K
  
- Plaintiffs’ Responses to Defendant A&K Rock Drilling, Inc.’s First Requests for Admission

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

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| <b>CAROL A. WILSON, Administrator, et al.</b> | ) | <b>CASE NO. 2:16-cv-739</b>                 |
|   | ) |   |
| <b>Plaintiffs,</b>                            | ) | <b>JUDGE ALGENON L. MARBLEY</b>             |
|   | ) |   |
| <b>v.</b>                                     | ) |   |
|   | ) |   |
| <b>A&amp;K ROCK DRILLING, INC.</b>            | ) | <b>AFFIDAVIT OF EDWARD J. ATHERTON</b>      |
|   | ) | <b>IN SUPPORT OF DEFENDANT'S MOTION FOR</b> |
| <b>Defendant.</b>                             | ) | <b>SUMMARY JUDGMENT</b>                     |

STATE OF OHIO       )  
                              ) SS:  
COUNTY OF KNOX    )

I, Edward J. Atherton, being first duly sworn, deposes and states as follows:

1. I was one of two equal shareholders of A&K Rock Drilling, Inc. ("A&K"). I have personal and first-hand knowledge of facts and information relating to this matter.

2. Mr. Gregory Klodt was the other equal shareholder of A&K. A&K was an Ohio corporation, conducting business in the contracting industry until 2010. A&K was privately held by myself and Mr. Klodt. Mr. Klodt and I were the only two shareholders. We were also the only two employer representatives and business managers of A&K. Mr. Klodt and I worked only as employer representatives and day-to-day business managers of A&K. We were not compensated on an hourly basis and we did not record our hours worked. Any wages paid to Mr. Klodt or myself were to compensate us as shareholders and for our work as A&K's representatives and business managers. Our responsibilities as shareholders, employer representatives, and business managers were ongoing, and were not confined to scheduled workdays. At no point did either of us work for A&K as Operating Engineers or Maintenance Engineers, nor did we engage in any other work covered by the Collective Bargaining Agreements that A&K executed. In March 2002, on A&K's behalf, Mr. Klodt executed the first of three Acceptances of Agreement with the Ohio Contractors Association

and an Acceptance of Agreement with the AGC of Ohio Labor Relations Division (“Collective Bargaining Agreements”). The Collective Bargaining Agreements and their signatory pages with Mr. Klodt’s signature are attached as Exhibit A. The Collective Bargaining Agreements incorporate by reference four Trust Agreements. The Trust Agreements are attached as Exhibit B.

3. On May 5, 2004 and March 9, 2005, Plaintiffs conducted two separate audits of A&K’s books and records to determine whether administrative dues and fringe benefit contributions were properly paid for a period collectively spanning September 1, 2003 through January 1, 2005. Pursuant to the audit, I submitted payroll records, payroll stubs, and monthly/weekly reports to Plaintiffs’ auditor, Douglas Baker. The Audit Reviews summarizing the audit findings were received by me. The Audit Reviews are attached as Exhibit C. Mr. Baker concluded and the Audit Reviews reflect that A&K had an outstanding balance of \$2,366.89. On May 18, 2005, A&K paid the outstanding balance.

4. Plaintiffs also conducted an audit of A&K’s books and records after it ceased business in 2010. As part of the audit, I met Mr. Baker at a Bob Evans restaurant to provide him with A&K’s records. Following that audit, Mr. Baker stated that A&K did not have an outstanding balance.

5. On July 9, 2015, Plaintiffs initiated another audit and requested records for a period spanning from January 1, 2004 until A&K ceased operations. The e-mail exchange between myself and Plaintiffs’ in-house legal counsel, Bryan Barch, is attached as Exhibit D. Since A&K was no longer operating, it no longer had any records for the audit. Therefore, I consulted with A&K’s former accountant in an effort to obtain the requested records. After speaking with A&K’s accountant, I understood that the records I was requesting were no longer available because they had been destroyed pursuant to a record retention policy. The accountant was, however, able to locate the Employer’s Reports of Wages that were submitted by A&K to the Ohio Department of Job & Family Services (“ODJFS”), and provided them to me. The ODJFS Employer’s Reports of Wages are attached as Exhibit E. Unlike the normal records that I would normally provide and had in the past provided for an audit, the ODJFS Employer’s Reports of Wages showed only the wages A&K paid on a quarterly basis, without reference to the wage recipient’s position, hours worked,

or the type of work performed. Pursuant to the audit, I submitted the ODJFS Employer's Reports of Wages to Plaintiffs.

6. The Audit Review summarizing the most recent audit findings were received by me. The Audit Review is attached as Exhibit F. Mr. Baker concluded and the Audit Review reflects that A&K failed to contribute to Plaintiffs' fringe benefit funds for hours worked by Mr. Klodt and Mr. D. T. Colopy. It was also concluded that A&K had failed to pay administrative dues for Mr. Klodt, Mr. Colopy, and Mr. A. F. Hooper. Plaintiffs sent a letter dated April 8, 2016 to A&K, requesting \$39,061.18 for unpaid fringe benefit contributions, \$2,657.21 for administrative dues, and \$17,086.62 for interest charges, equaling a total of \$56,147.80. The letter is attached as Exhibit G. On July 28, 2016, Plaintiffs filed this lawsuit.

Further Affiant Sayeth Naught.



Edward J. Atherton

Sworn to before me and subscribed in my presence this 3<sup>rd</sup> day of May, 2017.



KATHY L. ROBINSON  
Notary Public, State of Ohio  
My Commission Expires 12-14-2021

  
Notary Public

OOE 000001

*Submittal  
1.05*



AND

THE LABOR RELATIONS DIVISION  
OF THE  
OHIO CONTRACTORS ASSOCIATION



**EMPLOYERS**

**THE LABOR RELATIONS DIVISION  
OHIO CONTRACTORS ASSOCIATION**

**1313 Dublin Road  
Columbus, Ohio 43215  
Telephone: (614) 488-0724  
FAX: (614) 488-0728  
[www.o.ca.columbus.oh.us](http://www.o.ca.columbus.oh.us)**

**Mark Potnick  
Director, Labor Relations**

OOE 000002

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III

## DIRECTORY

### OFFICERS, SPECIAL REPRESENTATIVES

Local 18 and its Branches  
Headquarters Office  
3515 Prospect Avenue  
Cleveland, Ohio 44115  
216-432-3138  
FAX: 216-432-0370

James H. Gardner  
Business Manager

Thomas E. Louis  
President

Larry F. Miller  
Vice President

Patrick L. Sink  
Recording-Corresponding Secretary

Larry G. Reynolds  
Financial Secretary

Charles W. Scherer  
Treasurer

Patrick L. Sink  
Special Representative

Mark A. Totman  
Legislative Representative

IV

V

OOE 000005

### DISTRICT NO. 1

Covering the following counties in Ohio:

Ashtabula Erie Huron Lorain  
Cuyahoga Geauga Lake Medina

District Representatives

Steve DeLong

Jeff Milum

William Krinek

Steven Mayor  
Premo Panzarelli

Donald Taggart

3515 Prospect Avenue, Cleveland, Ohio 44115

Office: 216-432-3131

FAX: 216-432-3135

### DISTRICT NO. 2

Covering the following counties in Ohio:

Allen Hardin Paulding Van Wert  
Defiance Henry Putnam Williams  
Fulton Lucas Sandusky Wood  
Hancock Ottawa Seneca

District Representatives

Charles LaFaso, Jr.

Andrew Myers

Gary Slesel

Steve Heckler

2412 South Reynolds Road, Toledo, Ohio 43614

Office: 419-865-0221

FAX: 419-865-0501

VI

VII

OOE 000006

**DISTRICT NO. 3**

Covering the following counties in Ohio:

Crawford  
Delaware  
Fairfield  
Franklin  
Hocking  
Knox  
Licking  
Marion  
Morrow  
Muskingum  
Perry  
Pickaway  
Union  
Wyandot

District Representatives

Larry F. Miller

Tommy Thompson  
Greg Kingsbury

Rolland Llewellyn  
Larry Bodner

Mark Totman, Legislative Director

1188 Dublin Road, Columbus, Ohio 43215

Office: 614-486-5281

FAX: 614-486-7258

**DISTRICT NO. 4**

Covering the following counties in Ohio:

Auglaize  
Butler  
Champaign  
Clark  
Clinton  
Darke  
Fayette  
Greene  
Logan  
Madison  
Mercer  
Miami  
Montgomery  
Preble  
Shelby  
Warren

District Representatives

Richard Dalton

Louis Monnin

Scotty Clark

6051 N. Dixie Drive, Dayton, Ohio 45414

Office: 937-890-5914

FAX: 937-890-5180

MAILING ADDRESS: P.O. Box 13462, Northridge Branch  
Dayton, Ohio 45413

**DISTRICT NO. 5**

Covering the following counties in Ohio:

Adams  
Athens\*  
Brown  
Clermont  
Gallia\*  
Hamilton  
Highland  
Jackson\*  
Lawrence\*  
Meigs\*  
Morgan\*  
Pike\*  
Ross\*  
Scioto\*  
Vinton\*

VIII

**DISTRICT NO. 5 (continued)**

Covering the following counties in Kentucky:

Boone  
Campbell  
Kenton  
Pendleton

District Representatives

Larry G. Reynolds

Gerald Hall

Bill Burdett

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Office: 513-733-5575

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\*Counties served through District No. 3, Columbus Office

Office: 614-486-5281

FAX: 614-486-7258

**DISTRICT NO. 6**

Covering the following counties in Ohio:

Ashland  
Belmont  
Carroll  
Coshocton  
Guernsey  
Harrison  
Holmes  
Jefferson  
Monroe  
Noble  
Portage  
Richland  
Stark  
Summit  
Tuscarawas  
Washington  
Wayne

District Representatives

Ken Triplett

Steve DiLoreto

Tom James

Floyd Jeffries

Joe Lucas

1707 Triplett Boulevard, Akron, Ohio 44306

Office: 330-784-5461

FAX: 330-784-8827

**LOCAL 18S  
STATIONARY ENGINEERS**

Representatives

David Arms  
Scott Peters

Charles Scherer  
A.J. Smith

3515 Prospect Avenue  
Room 206

Cleveland, Ohio 44115

Office: 216-432-2668

FAX: 216-432-0796

IX

OOE 000007

## **AGREEMENT**

**Between**

**THE LABOR RELATIONS DIVISION OF THE  
OHIO CONTRACTORS ASSOCIATION**

**(LRD/OCA) which may be referred to  
hereinafter as the "ASSOCIATION"**

**and**

**THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 18 and its Branches (AFL-CIO)  
referred to hereinafter as the "UNION"**

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein through their authorized agents.

It is understood that the LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION is not liable hereunder, as it is acting only as negotiating representative for its subscribing members. The Association certifies that it is authorized to represent its members in the execution of this Agreement and agrees to furnish the Union with a list of all members subscribing thereto. The Labor Relations Division of the Association will certify to the Union Employers who affiliate subsequent to the date of this Agreement, and such Labor Relations Division members shall be covered and bound by the terms of this Agreement. The Union may request a meeting with such new member and the OCA/LRD Representative, and such meeting will be held within five (5) days of the request.

NOW, THEREFORE, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

**X**

**1**

OOE 000008

## ARTICLE I

### GEOGRAPHICAL AND INDUSTRIAL SCOPE OF AGREEMENT

1. The provisions of this Agreement shall govern the employment of and conditions under which employees shall work and rates of pay they shall receive on work as defined herein for all counties of the State of Ohio, except Columbiana, Mahoning and Trumbull, and including Boone, Campbell, Kenton and Pendleton counties in Kentucky.

### SCOPE

2. The word "work" when used herein means "Highway Construction, Airport Construction, Heavy Construction, Railroad Construction, Sewer, Waterworks and Utility Construction, Hazardous Waste Site Remediation, Industrial and Building Site, Power Plant, Amusement Park, Athletic Stadium Site and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction" as hereinafter defined within the jurisdiction.

A. "Highway Construction" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails and fences, but shall not include construction of buildings.

B. "Airport Construction" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking lots and similar work incidental to the construction of airfields, but shall not include the construction of buildings.

C. "Heavy Construction" work is defined as including, but not limited to, excavation for underground garages, grade separations, foundations, abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, pedestrian tunnels, water development projects, hydroelectric development, utility transmission lines, including right-of-way clearing, demolition of buildings on a highway right-of-way,

locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors and all municipal and utility construction, except construction classified as building construction, and including hazardous waste site remediation work.

D. "Railroad Construction" work is defined as new construction including grading, drainage, placing of rails, cross-ties, ballast and the construction of bridges and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

E. "Sewer, Waterworks and Utility Construction" work is defined as including construction of all storm sewers, sanitary sewers, supplying of all storm sewers, sanitary sewers, supplying and distributing waterlines, gaslines, telephone and television conduit, underground electrical lines and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

F. "Industrial and Building Site" work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level, but shall not include the actual excavation for the buildings for foundations and footers on the construction of buildings.

G. "Power Plant, Amusement Park, Athletic Stadium Site" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers in construction of the buildings.

H. "Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction" work is defined as all

work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control processes.

1. Any work under F, G and H above, the Employer shall pay a rate determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

## ARTICLE II PROVISIONS AND LIMITATIONS

3. All members of the Labor Relations Division of the Ohio Contractors Association, and any person, firm or corporation who as an Employer becomes signatory to this Agreement, shall be bound by all terms and conditions of this Agreement as well as any future amendments which may be negotiated by the Labor Relations Division of the Ohio Contractors Association and the Union, and furthermore, shall be bound to make Health and Welfare payments, Pension payments, Apprenticeship Fund and Safety and Educational Fund payments required under Article V for all work performed within the work jurisdiction outlined in Article I of this Agreement, or any other payment established by the appropriate Agreement.

4. The Employer will employ Operating Engineers for the erection, operation, assembly and disassembly, and maintenance and repair of the following construction equipment, regardless of motive power: Air Compressors, Backfillers, Batch Plants, Bollers, Cableways, Connection Machines, Derricks, Finishing Machines, Truck-Crawler and Locomotive Cranes, Concrete Mixing Plants, Shovels, Hoes, Keystone Graders, Paving Mixers, Piledriving Machines, Tractors, Le Toumeau and other types of Scoops, End Loaders and all like equipment within the jurisdiction assigned to the Union by the American Federation of Labor.

Maintenance Engineers shall be employed to do all pipefitting in connection with hoisting and portable equipment. Maintenance Engineers shall install well-point systems and shall be employed to do all burning and welding in preparing and maintaining of all equipment operated by members of this Union.

Establishment of, and transferring of, all original lines and grades, elevations and exact locations of excavations, fills, sub-grades, foundations, walls, piling, concrete, etc., and/or including all linear and angular measurements appertaining to the work scope outlined in the Highway Heavy Agreement, shall be performed exclusively by Field Survey Crews. The Union recognizes that surveying instruments are used by supervisors and supervisory personnel and will agree to this practice and custom.

The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned him by the AFL-CIO, will be respected and all operating engineer work will be performed by an Operating Engineer.

5. Providing the employment is in accordance with the terms of the Agreement, the Union shall at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees to operate, maintain and repair equipment.

6. Upon the request of either party a Pre-Job Conference will be held at least five (5) days prior to commencing work and the Union may request and receive the Pre-Job Conference with the Employer on an individual basis. In case of an emergency start of a construction job, the Pre-Job Conference will be held as soon as possible after the commencing of work. When an Employer is awarded a contract of \$500,000 or more, the Employer will notify the Union at the time it is awarded such job. Following are the items which will be discussed at the Pre-Job Conference:

A. The Employer will advise the Union Representative of the Employer's requirements of necessary employees in the classifications of work under this Agreement and the Union will determine and advise the Employer of the ability of the Union to fulfill such requirements when requested.

B. Work schedules.

C. Questions of jurisdiction and assignment of work.

D. The Employer agrees that wherever possible at such Pre-Job Conference, they will notify the Union having jurisdiction over the project of any subcontracts let by the Employer, the names of the subcontractors and the nature of the work to

be performed by the subcontractors. The Union may request a subcontractor to meet with the Union, and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original Pre-Job Conference for the project.

E. Before the start of any project containing known hazardous waste materials, there will be a Pre-Job Conference held. The Employer must notify the Union five (5) days prior to starting work on the project. Failure to do so, the Union has the right to withhold its service until such time a Pre-Job Conference is held.

It is understood and agreed that no agreement may be made at the Pre-Job Conference which will effect change, modify or abrogate the Labor Agreement in effect between the two parties hereto.

7. The Employer recognizes and acknowledges that Local 18 and its Branches of the International Union of Operating Engineers is the sole representative of all employees in the classifications of all work under their jurisdiction covered by this Agreement for the purposes of collective bargaining.

The Union likewise recognizes the Labor Relations Division of the Ohio Contractors Association as the sole bargaining agent for its members for work as defined herein for the geographical area and scope of work outlined.

8. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Local Unions above stated on the effective date of this sub-section shall remain members of the Local Unions in good standing as a condition of employment.

9. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of any one of said Locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section, or following the beginning of their employment, whichever is later.

10. The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may discharge any employee whose work is unsatisfactory, or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety

and protection of its employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XV, Paragraphs 107 through 109. Intoxication and/or assault committed on the job site shall be cause for immediate discharge.

11. The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools, or labor-saving devices.

It is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible.

It is agreed that a fair day's work shall be given for a fair day's pay.

12. The Employer may shift during a work day an Operating Engineer from one piece of hourly and day rate of pay equipment to another hourly or day rate of pay piece of equipment, without limitation from same job site providing the shifting does not interfere with another Operating Engineer's work day. This condition also pertains to weekly pay equipment. However, there shall not be any intermixing with weekly pay equipment to hourly or day rate of pay equipment. The Operating Engineer will be paid the higher rate for that day in all cases.

13. If the Employer assigns any piece of equipment to someone other than the Operating Engineer, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wages and fringe benefits from the first day of violation.

14. The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes, and other such duties as may have to be performed, provided the activities do not interfere with the progress of the job.

15. The Union may, when it believes it necessary, appoint a Steward on each shift on a project and a Union Representative will, when making such an appointment, notify the Employer.

On a large project the Union and the Employer may mutually agree to more than one (1) Steward per shift. The Steward shall perform full-time work for the Employer and shall be subject to the same rules, rights and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, slowdown of work or perform any other action which would be in violation of this Agreement.

Each new employee shall report to the job superintendent before starting work and, if there has been a Steward appointed for that particular project, the new employee shall report to the Steward by the end of the lunch hour of the first day's work.

The Steward shall be allowed sufficient time during working hours to perform all normal Steward duties, and it is understood that a Steward will not act under the grievance procedure outlined herein. The Steward shall notify the Union District Representative of grievances.

The Steward shall not have job priority and will be laid off in the same manner as any other employee upon completion of his/her particular job assignment. The Employer will give twenty-four (24) hours notice to the Union prior to the layoff of the Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

16. The Union and the Employer agree to make every effort to establish the wage rates in this Agreement as the prevailing wage rates for Highway Heavy construction for all public works contracts in the State of Ohio for the area designated herein, and both parties will present this Agreement to the Davis-Bacon Section, United States Department of Labor, and the Ohio Department of Industrial Relations as prevailing rates.

17. The Union and the Employer will cooperate in the establishment of a safety program.

At the Pre-Job Conference where it is agreed that safety hats shall be required, the wearing of such hats may be made a condition of employment. It shall be the responsibility of the employee to furnish his/her own approved safety hat when not furnished by the Employer.

It is agreed the Employer will abide by State Safety Code 4121; 1-3 and any federal statutes and will provide all necessary safety equipment as outlined therein. All safety equip-

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ment required by the project owner or manager will be at no cost to the employee, except work shoes of any type.

**TRAINING:** The Safety Training Passport 16-Hour Program will be made available to all union members by the Union at no cost to the Employer. Program will consist of: Safety Awareness, Fall Protection and Hazard Communication as required by current OSHA regulations.

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training.

**HAZMAT PROJECTS:** All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an Operator is required to don a special protective suit and/or a self-contained breathing apparatus at a private, state, federal or other designated toxic/hazardous waste site, the Employer will notify the Union District Office. Reasonable dress-up time and clean-up time will be allowed. The first qualified bargaining unit employee on the job will be designated the steward-safety man, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered "safe zone" area shall be provided. There shall be wash-up facilities on all toxic/hazardous waste sites.

On such projects, it is expressly understood that if the employees' immediate health and safety are in danger, the employee may discontinue operations, without penalty, until satisfactory results are obtained, or until such time as a recognized safety agent shall declare the equipment or operation to be safe. All Operating Engineers' employees shall be advised by the Employer prior to employment as to the nature of the known hazardous waste and possible resultant physical injuries as may be required by applicable law.

**18. DRUG TESTING:** The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and the Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new

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operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property, or whose observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impaired the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of American Pathology laboratory and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer and the Union. The employee shall be paid his/her regular hourly wages and fringes for the time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio Operating Engineers Health and Welfare Program providing the employee

confines himself/herself to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program, he/she shall be removed from the employer's job site; shall be prohibited from registering under Article III of the referral of this contract and shall not be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program, the employee may be restored to his/her original job with the employer. If the employee is not restored to their original job, the employee will be allowed to register for work in the referral by registering a new work referral card. The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the District Representative monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee the right to maintain his/her referral card in the register and utilize the referral or if working, to be removed from work.

**19. HARASSMENT POLICY:** The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

### ARTICLE III REFERRAL SYSTEM

**20. Local 18 and its Branches** shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one (1) office of the Union at any one time. All applicants will be registered in order of application, provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work. Registrations and registrations will be accepted during customary business hours. Applicants shall be classified in priority groups in accordance with the following criteria:

**GROUP A:** All applicants who have worked as Operating Engineers at least 360 days, 90 days or more per year, during the last four (4) years, and have been employed for at least

360 days, 90 days or more per year during the last four (4) years on work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the State of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

**GROUP A PREFERRED:** Must have Group A eligibility. Group A registrants may voluntarily register in the Group A Preferred, however, registrants in the Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of referral from the Preferred A deck. Preferred A status employees will not be eligible for letter of request by the Employer: Welding Machines, Elevator, Conveyor, Pumps, Compressors, Generators, One Drum Hoist, Mono-Rail Hoist, and Portable Heaters.

(B) It is further understood and agreed that when the Employer employs Operating Engineers not currently in his/her employ for any machines listed in this section, the Employer shall call the referral office servicing his/her job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any Operating Engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

(C) Workmen registering in this Preferred A group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

**GROUP A RETIREES:** Must have Group A eligibility. The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary choice.

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction Industry source.

Upon retirement the retiree can only register in this group. The Group A Retirees will be referred to jobs only after the Group A classification and the Preferred A classification have

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been exhausted.

The Group A Retiree will not be eligible for letter of request by the Employer.

**GROUP B:** Same as Group A, except that the employment shall have been at least 270 days, three (3) years of 90 days each. All fourth year Apprentices and Trainees shall be registered in this group.

**GROUP C:** All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the State of Ohio or any county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

**GROUP D:** All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

**GROUP E:** All other applicants and all first year Apprentices and Trainees shall be registered in this group.

**GROUP F:** All applicants who are "temporary employees."

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeyman certification become eligible for Group A. When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinafter defined, and does not notify the Union hall the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

Any registrant requesting that their work registration card be placed on hold due to sickness or ill health must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness prevents the registered applicant from working as an Operating Engineer. A work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one hundred twenty (120) days. No registration cards will be placed in the hold position for illness less than a thirty (30) day duration. Any refusals of

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dispatches due to illness for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

21. In referring applicants, the following procedure shall be followed:

A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.

C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of such rejection. In the event a registrant is discharged by the employer because of lack of sufficient ability, and he/she does not exercise his/her rights under the referral Board of Review and Arbitration under Paragraph 25, the classification or equipment from which he/she is discharged shall be stricken from his/her referral record and he/she shall not be dispatched to a job in that classification or on that equipment until he/she has:

1. Taken training at his/her training site and has been certified, or
2. Has presented to his/her dispatch office a letter from a previous Employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the Employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of equipment in his/her employment.

D. When an applicant is actually employed, he/she shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until he/she has made application to the Board of Review and Arbitration provided for in Paragraph 25 of this Agreement, and shows good cause for his/her failure to give such notice.

E. When an applicant becomes employed, his/her name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one (1) day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fifteen (15) days, (only one (1) fifteen (15) day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, he/she shall be restored to his/her previous position on the register when such employment terminates. Any applicant who quits employment or fails to show up for work assignment at starting time after being dispatched (provided he/she was dispatched the previous day), for whatever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until he/she puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before he/she is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the District office in writing, before any referral, that he/she will not accept employment referrals in certain named counties within the District. If an applicant refuses a job referral for the second consecutive time, he/she shall lose his/her position on the register and go to the bottom of the list for his/her group\*. If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal.

F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.

In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$15.75 and another \$15.75 for

\* Does not apply to the Ohio or Kentucky Residential and Light Commercial Agreements referral.

each re-registration thereafter, provided that such fee shall not exceed \$15.75 in any consecutive thirty (30) day period, and provided that such fee shall not apply to the following:

1. Members in good standing of Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and
2. Applicants for membership to Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their fees; and
3. Members in good standing of the International Union of Operating Engineers who are paying travel dues whose proportionate share of the cost of this referral system is met by the payment of their fees.

G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.

H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the nearest available training site prior to being assigned a position on the referral list.

1. Subject to this referral system employers may hire through this referral policy by name former employees who have resided for at least twenty-four (24) months in the State of Ohio or in any county contiguous thereto, and have been employed by the Employer making the request during the past twenty-four (24) months within the jurisdiction of this Agreement. The Employer must make the request to the appropriate Union District Office and the Employee requested must be registered on the District referral list (Groups A through E).

Employers may hire through this referral policy by name individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the District in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request.

The request by name must be confirmed later in writing, on the letterhead of the Employer and signed by either the Employer or the superintendent of the project.

Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his/her payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union District Office from which the employee is to be transferred.

The Union agrees the transfer will be processed in an expedient manner.

J. The purpose of the referral system is to provide non-discriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event the referral list is exhausted, and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.

Applicants hired by the Employer under this procedure shall be known as "temporary employees", and will be subject to replacements. The Employer will notify the Union District Representatives of the name, union affiliation (if any), date of employment and social security number of such "temporary employee". The Union will maintain a register of all such "temporary employees", and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group F.

Such "temporary employee" shall be subject to replacement by a qualified registered applicant under the procedure listed herein:

1. The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working, and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.
2. The Union will save the Employer harmless for any

liabilities occurring under the application of the provisions of the temporary register.

K. When an Employer states requirements for special skills or abilities in his/her request for employee applicants, the Union shall refer the first applicant on the register possessing such skills, or abilities, regardless of the place or classification of such applicant on the register. If a contractor requests or requires that the Operator be a Certified Operator, verification of the Operator's certification is the responsibility of the Employer. If the Employer notifies the Union in writing, within 30 days after the Employer's discharge, of an Operator who had been in his/her employment and who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom Local 18 has a contractual relation without a proper referral by Local 18, shall be discharged by the Employer when it is called to his/her attention.

22. Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or notifying the Union at any of its offices in the territory where the work is to be performed.

23. Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership, policies, or requirements. It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio, the Commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

The Union agrees to furnish an Employer, at his request,

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any statement or data required under any regulations referred to herein.

24. In addition to the above registration groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group is limited to applicants eligible for Group A of this referral and all fourth year Apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants referral out of this Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar week or eight (8) days or less duration in a calendar month on equipment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the referral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month—as a result of the Short Term Job Referral Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as herein described. Employment received as a result of the Short Term Job Group referral will not provide eligibility for employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

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The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of Group A, Preferred A and Group A Retirees except as modified herein.

25. Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration consisting of one (1) representative of the Union, one (1) representative of the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

26. This statement as to referrals, shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union and all offices of the Employer.

27. An Ohio Contractors Association Labor Relations Division Representative may inspect the referral register at the Union District Office at any time during normal office hours.

28. All officers and business representatives of the Union who have had previous work experience in any one (1) or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, they shall do so with the same preference as if they had continually worked at the trade and shall be eligible upon registration for Group A.

#### ARTICLE IV WAGE RATES

29. The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes under the jurisdiction of the International Union of Operating Engineers, Local 18 and its Branches of the International Union of Operating

Engineers, and as negotiated by and between Local Union 18 and its Branches of the International Union of Operating Engineers and the Labor Relations Division of the Ohio Contractors Association.

30. Exhibit "A" covering wage rates and classifications attached hereto, is made a part of this Agreement.

If equipment within the jurisdiction of the International Union of Operating Engineers is used by an Employer and there is not an appropriate classification listed under the wage schedule herein, either party may request the other party to meet to negotiate a new classification and rate of pay. Such meeting shall be held within five (5) days from the date of the request for the meeting. The new classification shall be placed in Class "B" rate classification, unless the equipment is small non-productive in nature. Such equipment shall be placed in Class "E". If no agreement can be reached on a new rate, the dispute will be referred immediately to Step 4 of the Grievance Procedure outlined in Article XV, Paragraph 108; however, the classification will be continued to be paid at the Class "B" or Class "E" rate until final settlement is made.

31. The Employer may, at its discretion, designate a person in their employ as a Master Mechanic, and such Master Mechanic shall be answerable to the Employer and paid at the rate established herein. The Master Mechanic so appointed must be a member of Local 18.

32. On jobs where Maintenance Operators are to be employed, the first two employed shall be Class A; the third one, if required, may be Class B. Any further hire of Maintenance Operators shall be two (2) Class A, then a Class B may be hired. This ratio of two (2) Class A, then a Class B shall be continued in the hire of all Maintenance Operators as required by the project requirements.

33. No supervisory employee shall perform productive work or operate equipment which would deny an Operating Engineer employment.

## ARTICLE V

### FRINGE BENEFIT PROGRAMS

34. The fringe benefit provisions contained herein shall apply to all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who become signatory, or bound by this Agreement, and any other Employer or Employer groups who becomes a party to an agreement covering the Fringe Benefit Programs set forth herein.

All Employers bound hereby agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Pension Fund, Health and Welfare Plan, Apprenticeship Fund and Safety Training and Educational Trust Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and Plan, and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

35. Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include holidays and reporting hours which are paid.

- A. PENSION FUND: Effective May 1, 2000 is \$3.00 per hour.
- B. HEALTH & WELFARE PLAN: Effective May 1, 1995 is \$3.61 per hour.
- C. APPRENTICESHIP FUND: Effective May 1, 2000 is \$.45 per hour.
- D. SAFETY TRAINING & EDUCATIONAL TRUST FUND: Effective May 1, 1986 is \$.04 per hour.

The Union shall have the option of diverting all or any part of the increase scheduled for improvement of or payment of costs of any fund benefits provided under this Agreement; provided that the Union gives the Employer written notice of its

election to do so by registered letter sent to the office of the Ohio Contractors Association at least 60 days before the effective date of the scheduled change specifying in said notice the amount of change to be applied for this purpose in the fund benefit for which the money is to be used.

36. It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit during regular working hours, the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of monies to the Contractors Construction Association dues, Ohio Contractors Association under Paragraphs 86, et. seq. and with respect to the Administrative Dues deduction under Paragraph 82. Notwithstanding the foregoing authority allowing audits with respect to the Contractors Construction Association Dues, Ohio Contractors Association and the Administrative Dues deduction, the audits shall only be conducted in conjunction with the Fringe Benefit Funds and Plan referred to herein and shall not be conducted independently. The twenty-four (24) hour notice referred to in Paragraph 37 (A) shall only be given for delinquencies to the employees Fringe Benefit Funds or Plan referred to therein.

37. Reports of employees who have worked, the number of hours that they have been paid, and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports not furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or in part, and in addition to all other remedies, either in law, in equity, by contract, or authorized by the aforementioned Agreements and Declarations of Trust, shall be available:

- A. After the Trustees, or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24) hours written notice at the address shown in the records of the

Funds, Plan or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary, until such delinquent payments are made, or said audit is permitted, such action including, but not limited to, the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues, Article XV notwithstanding.

B. In the event either the Union or the Trustees of any Funds or Plan may decide to utilize the grievance and arbitration procedure in this paragraph to collect delinquent contributions and liquidate damages, to enforce any audit, or to obtain any report, the following procedure shall apply:

1. Unless the issue is resolved between the Employer and the party giving notice, within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan, or Union, such party may refer the matter to an arbitrator to be named by the Labor Relations Division of the Ohio Contractors Association, and by Local 18 of the International Union of Operating Engineers, whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefor, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association, whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

38. The Employer and the Union shall each appoint two Trustees to constitute the Board of Trustees to establish a Safety Training and Educational Trust Fund.

The Employer shall contribute four cents (\$.04) per hour for each hour paid to each employee covered by this bargaining unit for the Safety Training and Educational Trust Fund in a manner and a method established by the Board of Trustees.

The Board of Trustees is charged with the responsibility of formulating in writing the specific and detailed provisions of the Safety Training and Educational Trust Program including all necessary rules, regulations and provisions to make such a program effective.

The program and the contributions to it shall conform with the Labor-Management Relations Act and other laws which may be in effect or which may hereafter be enacted affecting such plan, contribution, or benefits hereunder.

The program must meet the requirements of the Internal Revenue Code and the regulations and rules of the Internal Revenue Service so that all Employer contributions shall be considered tax deductible. Any disbursements of contributions from the Trust Fund established, if made before it has qualified for tax exemption, must comply substantially with the terms of the Trust, and the Employer contributions to and for such Trust Fund must not be used in any manner which would adversely affect a tax qualification of the Fund and the interest of the employees in its objectives.

All the provisions for this Fund shall cover all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who hereafter become signatory to this Agreement, and the members of any other association of contractors who by agreement are obligated to make contributions to the Fund heretofore established.

The provisions of the Trust Agreement, Rules of Eligibility and Regulations created by the Trustees for the administration of the Fund, are a part of this Agreement and incorporated herein by reference as if fully rewritten, and binding upon the parties thereto and the beneficiaries.

Notwithstanding any other provisions of this Labor Agreement, any Employer obligated to contribute to the Fund, and who fails to do so, and becomes delinquent under the regulations established by the Trustees for receipt of contributions, and after the appropriate Local Union or Unions have given written notice to the Employer of such delinquency, the Local Union or Unions, as the case may be, shall have the right to direct the covered employees to withhold their labor until the contributions which are owing are paid in full. In addition, the Union or Unions involved and/or the Trustees of the Fund retain the right to take any legal or other appropriate action as may be deemed necessary to collect delinquent payments.

39. Upon notice by the Trustees of the Fringe Benefit Funds to the Labor Relations Division of the Ohio Contractors Association and to the Union that an Employer is delinquent in making fringe benefit payments, the delinquent Employer will be required

to post cash bond in the amount determined by the Trustees.

The Union shall be required to withhold its services from such delinquent Employer until arrangements are made to pay the delinquencies and the cash bond is posted by the delinquent Employer.

40. In no event shall the foregoing provisions relating to fringe benefits be subject to, or suitable for grievance and arbitration under Article XV of this Agreement.

41. The Employer must obtain an Insurance Payment Bond (IPB) payable to the Ohio Operating Engineers Fringe Benefit Programs as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event that the Employer becomes delinquent in its payments and defaults thereon. If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union may withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly basis.

The Employer shall obtain said insurance payment bond in amounts set forth below:

|         |                     |             |             |
|---------|---------------------|-------------|-------------|
| 1-10    | Operating Engineers | \$25,000.00 | - 500,000   |
| 11-20   | Operating Engineers | 50,000.00   | - 750,000   |
| 21-50   | Operating Engineers | 75,000.00   | - 1,000,000 |
| Over 50 | Operating Engineers | 100,000.00  | - 1,250,000 |

## ARTICLE VI

### WEEKLY PAY EQUIPMENT

42. In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis:

Asphalt Plants  
Boiler Operators or Compressors, when mounted on a rig  
Concrete Plants (over 4-yd capacity)  
Cranes (all types, except boom trucks)  
Derricks  
Draglines  
Dredges (dipper, clam or suction)  
Firemen on Floating Equipment  
Floating Equipment (work on the Great Lakes or its commercial navigable tributaries shall be performed pursuant to the Great Lakes Floating Agreement and not under this Agreement)

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## Gradalls

Hoes (except when attached to farm or industrial-type tractors or CAT 320 Hoe or equivalent and below)

Maintenance Operators (Class A)

Master Mechanics

Mining Machines

Oilers/Helpers, Firemen, Apprentice/Helper and Signalmen, when members of a crew

Pile-driving Machines

Power Shovels

Rotary Drills on Caisson Work

Slip-form Pavers

Survey Instrument Men

Survey Party Chiefs

Survey Rodmen or Chalmers (May 1 to November 1)

Tower Derricks

Tug Boats

Tunnel Machines

Wheel Excavators

43. In the counties of Cuyahoga, Lake, Ashtabula, Geauga, Medina, Lorain and Erie, classifications not listed above as weekly pay classifications shall be employed on a day-pay basis. In all other counties covered by this Agreement, the classifications not listed above as weekly pay classifications shall be employed as provided for under the hourly rate and reporting pay provisions listed herein.

44. Employees employed on a weekly pay basis, starting jobs after Monday, shall be paid for the remaining number of days in the work week. Weekly-pay employees reporting for work on Saturday, Sunday or holidays shall receive eight (8) hours straight time for reporting if no work is performed, and they are not required to remain on the job; if they start to work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at starting time and, except as noted above, remain on the job for the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

However, when an employee working on equipment with a weekly-pay guarantee and work with his/her equipment is completed on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the

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work on the project the first three (3) days of the week. The Employer will notify the Union District Representative prior to the application of this provision.

45. When a machine having a forty (40) hour guarantee is laid up and the workmen are laid off and paid off, that machine cannot be started back to productive work unless it is laid up for one (1) week (seven days) without calling back the employees which had manned the machine, and they shall be paid for the time they have been off unless mutual agreement is reached between the Employer and the Union District Representative to permit employees to work on the weekly-guarantee equipment during the seven (7) day "lay-up" period without penalty.

46. In order to be eligible for the weekly-pay, weekly-pay employees have the right and they must accept transfer with their weekly-pay equipment to another project within the same district of Local 18.

47. Crews will be eligible for straight-time weekly pay when their equipment is transferred out of their district. They need not go with their equipment out of the district in which they were originally employed to be eligible for the weekly pay.

48. Employees who are working for an Employer in other than their local residence area thereby necessitating them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid off because of lack of work.

49. At the end of a work shift, employees employed in day pay classifications will be notified as to the day to report for work if the Employer determines that the employee should not report to work the next scheduled day, otherwise any other notice of the change of a work schedule shall be made by calling the employee at the telephone number designated by the employee for such purpose.

50. Employees employed in day pay classifications, unless notified by the Employer not to report to work, shall be paid for eight (8) hours on the day they report for work. Day-pay basis employees reporting for work on Saturday, Sunday or holidays, shall receive eight (8) hours straight time for reporting if no work is performed and they are not required to

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remain on the job; if they start work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at starting time and, except as noted above, remain on the job the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

51. In the balance of the counties in the State of Ohio and in the counties of Boone, Campbell, Kenton and Pendleton in Kentucky, workmen employed in classifications other than weekly pay, unless notified by the Employer not to report to work shall receive two (2) hours pay for reporting to work and the employee is required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the employer releases the employee prior to the end of the first hour; if such Operator does not start to work, he/she shall receive his/her two (2) hours reporting time; if the employee starts to work, he/she shall receive four (4) hours pay; if the employee works over four (4) hours, he/she shall receive eight (8) hours pay; for inclement weather only it will be 2, 4, 6 and 8.

For employees reporting to work on Saturday, Sunday or holidays, all conditions in this paragraph will apply. Time worked will be paid for at the rate provided in accordance with Article VII. They must report to work at starting time to be entitled to reporting pay.

Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement.

52. All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.

53. On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. The Union Office should be advised of this condition to avoid any misunderstanding. The Union District Representative and the Employer may mutually agree to extend to two (2) days the employment of a crew on a day-pay basis.

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## ARTICLE VII

### HOURS OF WORK AND OVERTIME

54. The week shall begin on Monday A.M. and shall end on Friday P.M. Starting time will be set by the week.

55. The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours except as provided herein. Time and one-half the regular rate shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater.

55a. An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employee will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification, to work a four-ten hour schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten hour work schedule must be by the week.

55b. In addition to the above: It is agreed that when time is lost by a crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown, or by direction of the project owner, this time may be made up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis.

55c. The provisions of Paragraph 61 apply herein.

55d. Pay day will be on the last scheduled work day but not later than Friday.

56. Time and one-half the employee's regular rate of pay shall be paid for all work performed on Saturday.

57. All work performed by an employee on Sunday, New Year's Day, Memorial Day, (last Monday in the month of May), Independence Day, Labor Day, Thanksgiving Day and Christmas, shall be paid at two (2) times the regular rate. There shall

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be no work required on Labor Day except in special cases of emergency. Holidays shall be of twenty-four (24) hours duration and no employee on a weekly basis of pay shall lose time because of holidays and when required to work on holidays, he/she shall be paid double time.

58. Whenever a holiday falls on Sunday, such holiday shall be observed on Monday.

59a. Certain government projects are contractually restricted to weekend hours only. These projects are defined as weekend projects beginning at 6:00 P.M. Friday to 6:00 A.M. Monday. Employees working on these weekend projects, as defined above, will be paid time and one-quarter (1-1/4) of the established classification rate for all hours worked on the weekend project.

This provision is limited to weekend projects only, as defined above, and does not apply to any employee who has worked any hours Monday 6:00 A.M. to Friday 6:00 P.M. These employees shall receive the applicable premium or overtime rates set forth in this Agreement for all work performed during the above defined weekend hours.

59b. Certain government projects may require the work week to begin on Sunday evening. When such applies, the Employer may start the work week after 6:00 P.M. on Sunday at straight time rates. In applying this schedule, Sunday P.M. will be considered Monday; the following Friday will be considered Saturday (paid at 1-1/2 X rate) and Saturday will be considered Sunday (paid at 2 X rate). All premium pay provisions will apply for the sixth and seventh day as to Saturday and Sunday respectively.

60. No Employee shall be required to work alone during the hours of darkness when performing maintenance work or operating equipment. This provision shall not apply to Employees servicing and starting equipment one (1) hour prior to the start of a shift.

61. When operators of equipment are complementing other trades, they shall be compensated on the same premium overtime conditions as the trade they are complementing. To be eligible for the benefits on complementing another trade, an Operator must be required to perform a specific operation

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which is directly related to the work which the other trade is performing.

62. When Steam Boilers, Power Driven Heaters or Pumps and other such equipment are used on a continuous seven (7) day, twenty-four (24) hour per day operation, the Employer, at his/her discretion, can avoid overtime by working four (4) shifts, each shift to work six (6) hours on a seven (7) day basis. Employees working this shift arrangement shall be employed for forty-two (42) hours on a seven (7) day basis and shall receive forty (40) hours pay at straight time and two (2) hours at double time provisions.

This provision for avoiding overtime can only be used if the equipment is to be continuously operated for more than thirty (30) days. In the event the Employer cannot furnish thirty (30) days of employment after commencing work under this paragraph, it is agreed that when the employees are laid off, the Employer will pay retroactive overtime to such laid off employees from the start of this operation in accordance with other overtime provisions of this Agreement.

63. Booms, including jib 150 feet through 180 feet in length, shall receive twenty-five cents (\$.25) per hour in addition to the established crane rate.

Booms, including jib over 180 feet in length, shall receive fifty cents (\$.50) per hour in addition to the established crane rate.

Tower cranes, the height of the boom point from the first floor level of the project, will be used to determine when the long boom crane rate will apply.

64. Where compressors, generators or boilers are mounted on crane-type equipment (Piggyback Operation), two (2) Operating Engineers will be employed at the crane rate or any escalated rate in effect. They shall also be employed under the weekly guarantee.

Where compressors up to 600 CFM are operated and exclusively used to power attachments, such as the hoe ram and other similar pieces of equipment, the compressor will be considered and manned as a Piggyback Operation, even though the compressor is located adjacent to the machine or crane and not mounted directly on the machine. The Oiler operating the compressor is paid the Class A rate for the day.

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## ARTICLE VIII CREWS AND GENERAL PROVISIONS

65. In all of the counties within the jurisdiction of this Agreement, crews (meaning an Operating Engineer and an Apprentice/Helper, or Signalman on gas or diesel machines, or an Operating Engineer and Fireman on steam machines) shall be employed on all truck cranes, power shovels, cranes, rotary drill on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, piledriving machines and hoes, standard gauge locomotives and trench machines (over 24" wide).

66. Truck cranes, lattice boom, thirty (30) ton capacity and under; hydraulic truck cranes and all terrain cranes, fifty (50) tons or less and under remote control; an oiler is not required. If a second person is needed in conjunction with the operation of this equipment, then the second person will be an Operating Engineer.

67. Apprentice/Helpers are required on equipment two (2) yard capacity and over and over eighty (80) ton cable crawler cranes. On remote control gradall, Apprentice/Helpers shall be at the discretion of the Employer.

68. Employees requiring relief for sickness or other causes, must secure such relief before leaving the job site.

69. Employer agrees to carry Ohio State Workers' Compensation, or other liability insurance for the protection of all the employees covered by this Agreement.

70. ~~At the direction of the Employer's representative on the job,~~ Operating Engineers shall be allowed proper time for necessary repairs and upkeep. There must be suitable shelter around equipment.

71. On projects where at least ~~eight (8)~~ Operators are employed, the Employer, during the months of November 1 through April 30, will furnish a heated shelter where employees may change clothes.

72. Sanitary drinking water and toilet facilities will be available in compliance with the provisions of the Ohio State Code.

73. The Employer agrees, upon the termination of any employee covered by this Agreement, to furnish such em-

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employee so released with a termination slip at the time of release, showing reason for said release. (Union will provide uniform numbered slips in duplicate; original for employee, duplicate for Employer's file.)

74. Employees shall be paid once a week on the payday established by the Employer. Pay checks and the following information will be given to employees:

- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) It is agreed that all pay checks will show the deductions and also total fringe benefit payments.

If the employee is not scheduled to work on payday, the Employer shall mail the check to the employee's home postmarked not later than 5:00 P.M. on payday, unless the employee requests the Employer to hold his/her check to allow the employee to get his/her check at the project office or the Employer's office. Employees reporting to the project or office to pick up paychecks will not be eligible for reporting pay. When an Operating Engineer is laid off, he/she will be paid off at that time. Any employee discharged for just cause will receive their pay check by the end of the next pay period. In case of lay-off and a check cannot be issued at the job, the Employer will overnight the pay-off check so it is received the following business day at the address provided by the Employee.

75. When it is necessary for equipment to be operated, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work and if an Apprentice/Helper is required, the Apprentice/Helper who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic or Steward will be notified, when possible, of such emergency requirements.

76. The furnishing of a truck by a Mechanic shall not be a condition of employment.

77. Equipment operator employees shall be required to carry sufficient tools to make minor repairs and adjustments on the equipment they operate.

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78. An Operating Engineer shall be assigned to all work performed in connection with the installation, fueling, starting and stopping, repair, maintenance and operation of the below listed small equipment:

- Compressors of 185 CFM or less (not discharging into a common header)
- Heaters
- Welding machines of 300 amp or less
- Gas or diesel driven pumps 4" and under (or one 6" pump)
- Generators of 15 KW or less
- Conveyors 18" belt or less

79. A combination, up to five (5) pieces, of the above equipment shall when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an Operating Engineer at the Class "E" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

80. An Operating Engineer shall be assigned to all work performed in connection with the installation, maintenance, repair and the starting and stopping of electric submersible pumps. Necessary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty. No full-time Operator is required.

81. Work in the servicing and maintaining of self-contained mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew, or Oiler.

## ARTICLE IX

### UNION ADMINISTRATIVE DUES AND DEDUCTIONS

82. Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individual signed authorizations.

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83. Credit Union savings will only be agreed to if all deductions are the same for all employees and the Union is responsible for getting the voluntary authorization.

84. All money collected by the Employer as provided herein shall be remitted to the Fringe Benefit Office not later than the fifteenth (15th) day of the month following the month in which deductions were made. The Union accepts full responsibility for the disposition of the funds so deducted once they have been remitted to the Fringe Benefit Office.

85. The Union agrees to hold the Company harmless for any liability under said deductions.

## **ARTICLE X ASSOCIATION DUES**

86a. Each Employer bound by this Agreement shall pay the Contractors Construction Association dues of fourteen cents (\$.14) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments by check shall be made payable to the Contractors Construction Association. Such checks shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. Reporting forms for the Contractors Construction Association dues will be provided by the Ohio Contractors Association.

86b. **Administrator Fee:** Each Employer bound by this Agreement who is not an OCA member shall pay an administration fee of five cents (\$.05) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments shall be transmitted with the fringe payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

87. Each Employer bound by this Agreement shall pay the Ohio Construction Information Association Fund five cents (\$.05) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein.

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Such payments shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month in which the work was performed.

88. The Union shall have no participation or control of any kind or degree whatsoever, nor shall the Union be connected in any way whatsoever with the Contractors Construction Association dues and the Ohio Construction Information Association Fund.

89. The Employers will hold the Union harmless from any liabilities arising out of the terms of Paragraph 86a through and inclusive of Paragraph 88.

## **ARTICLE XI TERM OF AGREEMENT**

90. THIS AGREEMENT shall be effective as of May 1, 2001 and shall continue in force and effect through April 30, 2004 and thereafter, from year to year until terminated at the option of either party after sixty (60) days notice in writing to the other party.

## **ARTICLE XII SHIFT WORK**

91. For purposes of overtime pay for multiple-shift operations, a work day shall be determined by starting time of the shift.

92. More than one (1) shift may be worked in any twenty-four (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer provided, however, that more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period. Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift.

When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2) hours work with eight (8) hours pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay shall constitute the third shift.

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### ARTICLE XIII

#### REGISTERED APPRENTICES OR TRAINEES

93. Registered Apprentice or Trainee Engineers shall work under proper supervision of the Operating Engineer and under instruction of the Local Union. The Employer shall give ample opportunity for them to operate equipment under the supervision of the Operating Engineers whenever time and opportunity avails itself.

94. Registered Apprentice or Trainee Engineers employed on Operating Engineer's work shall receive the proper apprenticeship rate herein set for such work.

95. Work of the Firemen, Oilers/Helpers and Signalmen shall include the getting up steam and greasing up, filling gas tanks and making the machines and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Oiler/Helper, or Signalman is required to make gas and diesel machines ready to operate before the regular starting time, such Oiler/Helper or Signalman shall be paid one-half (1/2) hour's pay at time and one-half (1-1/2) rate. If, at the discretion of the Employer, a Fireman is required to get up steam, grease steam machine and make same ready to operate before the regular starting time, then such Fireman shall be paid one (1) hour's pay at time and one-half (1-1/2) rate.

96. Oilers, Signalmen, Grease Truck Operators and Helpers, when requested to work the regular lunch period, will eat their lunch prior to or after the regular lunch period, in order to be able to oil, grease and repair machines during the regular lunch period, at no extra pay.

97. For every five (5) Operating Engineer Journeymen employed, there may be employed one (1) Registered Apprentice or Trainee Engineer through the referral when they are available.

### ARTICLE XIV

#### ENFORCEMENT MEASURES AND FAVORABLE RATE PROVISIONS

98. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement, as it relates to the Operating Engineers.

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99. When an Employer hires an Owner-Operator with one (1) machine and the Owner-Operator himself operates such single machine, the Owner-Operator will be placed on the Employer's payroll. In the event the above mentioned machine requires two (2) people, both people shall be placed on the Employer's payroll. However, when an Owner-Operator has two (2) or more machines operating on the same job, the Owner-Operator shall then be considered a subcontractor and therefore come under the Subcontractor Clause.

100. The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly relieved after giving ample notice of his/her intention to quit to the Employer.

101. The Union shall not transfer a Union person from one Employer to another without the consent of the Employer and the Union person involved.

102. All employees of the Employer shall be allowed time to vote on Election Day as required by law.

103. No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. Nor shall it be considered a violation of the "no strike" clause, if the Union recognizes the aforementioned legal picket line.

104. If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates than those contained herein, the Union agrees that such more favorable wage rates shall automatically be extended to the Employer.

105. There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party can request a meeting with the other party to be held within fifteen (15) days of notification to the other party.

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106. When an Employer rents or leases equipment manned from an Employer in signed relations with this Union, the engineer or crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's employment by the lessee shall terminate upon the termination of the lessee or rental of the equipment, or any replacement thereof, whichever is later.

## ARTICLE XV

### NO STRIKE—NO LOCKOUT—ARBITRATION AND DISPUTES

107. The company shall not cause, permit or engage in any lockout of its employees during the term of this Agreement. The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at, or around the company's office or work locations during the term of this Agreement.

108. Should a dispute arise among any of the parties, (Employee, Company, Association and/or Union) to this Agreement as to its meaning, intent or the application of its terms, the dispute will be settled in accordance with the following grievance procedure:

**Step 1.** The aggrieved employee shall first take up his/her grievance orally with the Employer's Supervisor or Representative. He/she may, if he/she so desires, have his/her Steward and appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3) working days of the occurrence, or discovery of the grievance, but in no event will the grievance be honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

**Step 2.** In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days after STEP 1 meeting, dated and signed along with the Contract Article affected and submit the grievance to the District Business Representative and he/she and the Business Representative shall meet with the Employer's

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Representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then:

**Step 3.** The grievance may be referred to the State Joint Committee consisting of six (6) members, three (3) to be appointed by the Labor Relations Division of the Ohio Contractors Association and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the State Joint Committee, by majority vote (5 members or more), resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this agreement. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of its position and the Committee shall dispose of the case on the basis of such evidence. If no settlement is reached at this STEP within fifteen (15) working days from the date the grievance is referred, then:

**Step 4.** The grievance shall then be referred to an Arbitrator selected by the Committee referred to in STEP 3. If the parties cannot agree on an Arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of Arbitrators from which the Arbitrator shall be selected by the alternate striking of names.

109. The expenses and fees of the Arbitrator shall be shared equally by the parties. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties hereto.

## ARTICLE XVI

### DETERMINATION OF JURISDICTIONAL DISPUTES

110. Both parties to this Agreement agree to be bound by the terms and provisions of the Agreement creating the Impartial Disputes Board. In particular, both parties agree to be bound by the provision of the Agreement which states: Any decision or interpretation of the Impartial Disputes Board shall immediately be accepted and complied with by all parties signatory to this Agreement.

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The parties hereto agree that in the event of a jurisdictional dispute with any other union, or unions, the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accord with the Plan adopted by the Building Trades Department, AFL-CIO.

The parties here further agree that they will be bound by any decision or award of the Disputes Board. There shall be no stoppage of work or slowdown arising out of any such dispute. No jurisdictional work stoppages and no jurisdictional picket lines shall be recognized.

111. This article of the contract will go into effect when the Impartial Disputes Board re-establishes.

## **ARTICLE XVII**

### **I-9**

112. The Union and the Employers during the terms of this Agreement agree to use their best efforts to establish a master file of I-9 employment eligibility verification forms on all members. This file will be maintained at the Union office and be available for the Employers' use.

## **ARTICLE XVIII**

### **SAVINGS AND SEPARABILITY**

113. It is mutually agreed that if any clause, terms or provisions of this Agreement is, or is hereafter found to be illegal, or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, such clause, terms or provisions shall be, or become inoperative of any effect without disturbing other clauses, terms or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect.

114. In the event that any clause, term or provision of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, said clause, terms or provisions shall be re-negotiated to the mutual satisfaction of the parties, but during such re-negotiation work shall not be interrupted or stopped by lockout, strikes, boycotts or other labor troubles.

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115. Except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Company reserves and retains, solely and exclusively, all of its inherent rights to manage its business.

116. Exhibits A, B, C and D attached hereto are made a part of this Agreement.

117. THIS AGREEMENT shall be effective as of May 1, 2001 and shall remain in force and in accordance with the terms of ARTICLE XI hereof. Wage rates and fringe payments shall be effective as designated herein.

IN WITNESS WHEREOF, WE, the undersigned, duly authorized Employer Representatives and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO), executed this Agreement on the 1st day of May, 2001.

I.U.O.E. LOCAL 18 AND ITS BRANCHES (AFL-CIO)

S/JAMES H. GARDNER  
Business Manager

S/THOMAS E. LOUIS  
President

S/LARRY F. MILLER  
Vice President

S/PATRICK L. SINK  
Recording-Corresponding  
Secretary

S/LARRY G. REYNOLDS  
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DIVISION of the OHIO  
CONTRACTORS  
ASSOCIATION

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S/DAN SMITH  
Negotiating Committee  
Co-Chairmen

S/MARK STERLING  
Labor Executive  
Committee Chairman

S/MARK POTNICK  
Director, OCA Labor Relations

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**EXHIBIT "A"****WAGE CLASSIFICATIONS AND RATES OF PAY****SCHEDULE I**

Covering the counties of Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Medina, Portage and Summit, rates and fringes shall be effective as shown below:

|                 | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|-----------------|----------|----------|----------|
|                 | \$26.03  | \$27.08* | \$28.13* |
| H & W           | 3.61     | 3.61     | 3.61     |
| Pension         | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

CLASSIFICATION: MASTER MECHANIC

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

| CLASS A         | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|-----------------|----------|----------|----------|
|                 | \$25.78  | \$26.83* | \$27.88* |
| H & W           | 3.61     | 3.61     | 3.61     |
| Pension         | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

CLASSIFICATION:

Air Compressors on Steel Erection  
Asphalt plant Engineers (Cleveland District Only)  
Barrier Moving Machines  
Boiler Operators, Compressors or Generators,  
when mounted on a rig  
Cableways  
Combination Concrete Mixers & Towers  
Concrete Plants (over 4 yd. capacity)  
Concrete Pumps  
Cranes (all types, including Boom Trucks, Cherry  
Pickers) \*See paragraph 63  
Derricks

Draglines  
Dredges (dipper, clam or suction)  
Elevating Graders or Euclid Loaders  
Floating Equipment (all types)  
Gradalls  
Helicopter Crew (Operator-Hoist or Winch)  
Hoes (all types)  
Hoisting Engines  
Hoisting Engines, on shaft or tunnel work  
Horizontal Directional Drill (over 500,000 ft. lbs.  
thrust)  
Hydraulic Gantry (lifting system)

(continued on next page)

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Industrial-type Tractors  
 Jet Engine Dryer (D8 or D9) Diesel Tractors  
 Locomotives (standard gauge)  
 Maintenance Operators (Class A)  
 Mixers, paving (single or double drum)  
 Mucking Machines  
 Multiple Scrapers  
 Piledriving Machines (all types)  
 Power Shovels  
 Prentice Loader  
 Quad 9 (double pusher)  
 Rail Tamper (with auto lifting & aligning device)

Refrigerating Machines (freezer operation)  
 Rotary Drills, on caisson work  
 Rough Terrain Fork Lift with winch/hoist  
 Side Booms  
 Slip-Form Pavers  
 Survey Crew Party Chiefs  
 Tower Derricks  
 Tree Shredders  
 Trench Machines (over 24" wide)  
 Truck Mounted Concrete Pumps  
 Tug Boats  
 Tunnel Machines and/or Mining Machines  
 Wheel Excavators

| CLASS B         | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|-----------------|----------|----------|----------|
|                 | \$25.68  | \$26.73* | \$27.78* |
| H & W           | 3.61     | 3.61     | 3.61     |
| Pension         | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

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#### CLASSIFICATION:

Asphalt Pavers  
 Automatic Subgrade Machines, self-propelled (CMI-type)  
 Bobcat-type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs.  
 Boring Machine Operators (more than 48")  
 Bulldozers  
 Concrete Grinder/Planer  
 Endloaders  
 Hydro Milling Machine  
 Kolman-Loaders (production type-dirt)  
 Lead Greasemen

Maintenance Operators, Class B (Portage and Summit Counties only)  
 Pettibone-Rail Equipment  
 Power Graders  
 Power Scrapers  
 Push Cats  
 Lighting and Traffic Signal Installation Equipment (includes all groups or classifications)  
 Material Transfer Equipment (shuttle buggy) Asphalt  
 Trench Machines (24" wide and under)  
 Vermeer-type Concrete Saw

| CLASS C         | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|-----------------|----------|----------|----------|
|                 | \$24.64  | \$25.69* | \$26.74* |
| H & W           | 3.61     | 3.61     | 3.61     |
| Pension         | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

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#### CLASSIFICATION:

|  |  |
|--|--|
| A-Frames   | Pump Operators, installing and operating well-points           |
| Air Compressors on tunnel work (low pressure)                    | Pumps (4" and over discharge)                                  |
| Asphalt plant Engineers (Portage and Summit Counties only)       | Railroad Tie Insertor/Remover                                  |
| Bobcat-type and/or Skid Steer Loader with or without attachments | Rollers, asphalt   |
| Highway Drills (all types)                                       | Rotovator (lime-soil stabilizer)                               |
| Locomotives (narrow gauge)                                       | Switch and Tie Tamperers (without lifting and aligning device) |
| Mixers, concrete (more than one bag capacity)                    | Utility Operators (small equipment)                            |
| Mixers, one bag capacity (side loader)                           | Welding Machines   |
| Power Boilers (over 15 lb. pressure)                             |  |

| CLASS D         | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|-----------------|----------|----------|----------|
|                 | \$23.42  | \$24.47* | \$25.52* |
| H & W           | 3.61     | 3.61     | 3.61     |
| Pension         | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

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#### CLASSIFICATION:

|  |  |
|--|--|
| Backfillers                                | Concrete Saws (multiple)                       |
| Ballast Re-Locator                         | Conveyors (highway)                            |
| Bars, Joint and Mesh Installing Machines   | Crushers                                       |
| Batch Plants                               | Deckhands                                      |
| Boring Machine Operators (48" or less)     | Farm-type Tractors, with attachments (highway) |
| Bull Floats                                | Finishing Machines                             |
| Burlap and Curing Machines                 |  |
| Concrete Plants (capacity 4 yd. and under) |  |

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Firemen, Floating Equipment (all types)  
 Fork Lifts (highway), except masonry  
 Form Trenchers  
 Hydro-Hammers  
 Hydro-Seeders  
 Pavement Breakers  
 Plant Mixers  
 Post Drivers  
 Post Hole Diggers (power auger)  
 Power Brush Burners

Power Form Handling Equipment  
 Road Widening Trenchers  
 Rollers (brick, grade, macadam)  
 Self-propelled Power Spreaders  
 Self-propelled Power Subgraders  
 Steam Firemen  
 Survey Instrumentmen  
 Tractors, pulling sheepfoot roller or grader  
 Vibratory Compactors, with integral power

| CLASS E         | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|-----------------|----------|----------|----------|
|                 | \$18.73  | \$19.48* | \$20.23* |
| H & W           | 3.61     | 3.61     | 3.61     |
| Pension         | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

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#### CLASSIFICATION:

Compressors (portable, sewer, heavy and highway)  
 Drum Firemen (asphalt plant)  
 Generators  
 Inboard-Outboard Motor Boat Launches  
 Masonry Fork Lifts  
 Oil Heaters (asphalt plant)

Oilers/Helpers  
 Power Driven Heaters  
 Power Sweepers and Scrubbers  
 Pumps (under 4" discharge)  
 Signalmen  
 Survey Rodmen or Chainmen  
 Tire Repairmen  
 VAC/ALLS

### APPRENTICESHIP SCHEDULE

- First Year Registered Apprentice
- 50% of Class "A" Rate
- Second Year Registered Apprentice
- 60% of Class "A" Rate
- Third Year Registered Apprentice
- 70% of Class "A" Rate
- Fourth Year Registered Apprentice
- 80% of Class "A" Rate

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

### REGISTERED TRAINEE SCHEDULE

- First Year Registered Trainee
- 60% of Bulldozer Rate
- Second Year Registered Trainee
- 60% of Bulldozer Rate
- Third Year Registered Trainee
- 75% of Bulldozer Rate
- Fourth Year Registered Trainee
- 90% of Bulldozer Rate

### SURVEY CREW TRAINEE SCHEDULE

- First Year Rodmen and Chainmen
- 70% of classification rate
- First Year Instrumentman Trainee Rate
- 50 cents less than Instrumentman classification

### SPECIAL RATES

For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "Industrial and Building Site work, Power Plant, Amusement Park, Athletic Stadium Site Work, and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work", the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).

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**SCHEDULE II**

Covering the counties of Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood and Wyandot in the State of Ohio, and including Boone, Campbell, Kenton and Pendleton Counties in Kentucky, rates and fringes shall be effective as shown below:

| H & W    | Pension  | Apprenticeship | E & S | Contractor Dues | OCA Fund |
|----------|----------|----------------|-------|-----------------|----------|
| 5/1/2001 | \$24.54  | 3.61           | 3.00  | .45             | .14      |
| 5/1/2002 | \$25.59* | 3.61           | 3.00  | .45             | .14      |
| 5/1/2003 | \$26.64* | 3.00           | .45   | .04             | .14      |
|          |          | 2.07           |       |                 | .05      |

26.14  
4.11

CLASSIFICATION: MASTER MECHANIC

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

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| CLASS A         | 5/1/2001 | 5/1/2002 | 5/1/2003              |
|-----------------|----------|----------|-----------------------|
|                 | \$24.29  | \$25.34* | \$26.39* <b>25.89</b> |
| H & W           | 3.61     | 3.61     | 3.61 <b>3.11</b>      |
| Pension         | 3.00     | 3.00     | 3.00                  |
| Apprenticeship  | .45      | .45      | .45                   |
| E & S           | .04      | .04      | .04                   |
| Contractor Dues | .14      | .14      | .14                   |
| OCIA Fund       | .05      | .05      | .05                   |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

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#### CLASSIFICATION:

Air Compressors, on steel erection  
Barrier Moving Machines  
Boiler Operators, on compressors or generators,  
when mounted on a rig  
Cableways  
Combination Concrete Mixers & Towers

Concrete Plants (over 4 yd. capacity)  
Concrete Pumps  
Cranes (all types, including Boom Trucks,  
Cherry Pickers) \*See paragraph 63  
Derricks

(continued on next page)

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Draglines  
Dredges (dipper, clam or suction)  
Elevating Graders or Euclid Loaders  
Floating Equipment (all types)  
Gradalls  
Helicopter Crew (Operator-Hoist or Winch)  
Hoes (all types)  
Hoisting Engines, on shaft or tunnel work  
Horizontal Directional Drill (over 500,000 ft. lbs.  
thrust)  
Hydraulic Gantry (lifting system)  
Industrial-type Tractors  
Jet Engine Dryers (D8 or D9) Diesel Tractors  
Locomotives (standard gauge)  
Maintenance Operators (Class A)  
Mixer, Paving (single or double drum)  
Mucking Machines  
Multiple Scrapers

Piledriving Machines (all types)  
Power Shovels  
Prentice Loader  
Quad 9 (double pusher)  
Rail Tamper (with auto lifting & aligning device)  
Refrigerating Machines (freezer operation)  
Rotary Drills, on caisson work  
Rough Terrain Fork Lift with winch/hoist  
Side Booms  
Slip-Form Pavers  
Survey Crew Party Chiefs  
Tower Derricks  
Tree Shredders  
Trench Machines (over 24" wide)  
Truck Mounted Concrete Pumps  
Tug Boats  
Tunnel Machines and/or Mining Machines  
Wheel Excavators

| CLASS B         | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|-----------------|----------|----------|----------|
|                 | \$24.17  | \$25.22* | \$26.27* |
| H & W           | 3.61     | 3.61     | 3.61     |
| Pension         | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

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## CLASSIFICATION:

|   |  |
|---|--|
| Asphalt Pavers  | Maintenance Operators, Class B<br>(Portage and Summit counties only)                           |
| Automatic Subgrade Machines, self-propelled<br>(CMI-Type)                           | Material Transfer Equipment<br>(shuttle buggy) Asphalt   |
| Bobcat-type and/or Skid Steer Loader with hoe<br>attachment greater than 7,000 lbs. | Pettibone-Rail Equipment   |
| Boring Machine Operators (more than 48")  | Power Graders  |
| Bulldozers  | Power Scrapers   |
| Concrete Grinder/Planer   | Push Cats  |
| Endloaders  | Lighting and Traffic Signal Installation Equipment<br>(includes all groups or classifications) |
| Hydro Milling Machine   | Trench Machines (24" wide & under)   |
| Kolman Loaders (production type-dirt)   | Vermeer-type Concrete Saw  |
| Lead Greasemen  |  |

| CLASS C         | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|-----------------|----------|----------|----------|
|                 | \$23.13  | \$24.18* | \$25.23* |
| H & W           | 3.61     | 3.61     | 3.61     |
| Pension         | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

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## CLASSIFICATION:

|   |   |
|---|---|
| A-Frames  | Pump Operators, installing and operating<br>well-points     |
| Air Compressors, on tunnel work (low pressure)                        | Pumps (4" and over discharge)                               |
| Asphalt Plant Engineers   | Railroad Tie Inserter/Remover                               |
| Bobcat-type and/or Skid Steer Loader with or with-<br>out attachments | Rollers, asphalt  |
| Highway Drills (all types)  | Rotovator (lime-soil stabilizer)                            |
| Locomotives (narrow gauge)  | Switch & Tie Tampers (without lifting & aligning<br>device) |
| Mixers, concrete (more than one bag capacity)                         | Utility Operators (small equipment)                         |
| Mixers, one bag capacity (side loader)                                | Welding Machines  |
| Power Boilers (over 15 lb. pressure)                                  |   |

| CLASS D         | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|-----------------|----------|----------|----------|
|                 | \$21.95  | \$23.00* | \$24.05* |
| H & W           | 3.61     | 3.61     | 3.61     |
| Pension         | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

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#### CLASSIFICATION:

|  |   |
|--|---|
| Backfillers                              | Concrete Saws (multiple)  |
| Ballast Re-Locator                       | Conveyors (highway)   |
| Bars, joint & Mesh Installing Machines   | Crushers  |
| Batch Plants                             | Deckhands   |
| Boring Machine Operators (48" or less)   | Farm-type Tractors, with attachments (highway),<br>except masonry |
| Bull Floats                              | Finishing Machines  |
| Burlap & Curling Machines                | Firemen, Floating Equipment (all types)                           |
| Concrete Plants (capacity 4 yd. & under) |   |

(continued on next page)

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|                                 |  |
|---------------------------------|--|
| Fork Lifts (highway)            | Road Widening Trenchers                      |
| Form Trenchers                  | Rollers (brick, grade, macadam)              |
| Hydro Hammers                   | Self-propelled Power Spreaders               |
| Hydro Seeders                   | Self-propelled Power Subgraders              |
| Pavement Breakers               | Steam Firemen                                |
| Plant Mixers                    | Survey Instrumentmen                         |
| Post Drivers                    | Tractors, pulling sheepfoot roller or grader |
| Post Hole Diggers (power auger) | Vibratory Compactors, with integral power    |
| Power Brush Burners             |  |
| Power Form Handling Equipment   |  |

**APPRENTICESHIP SCHEDULE**

First Year Registered Apprentice  
50% of Class "A" Rate  
Second Year Registered Apprentice  
60% of Class "A" Rate  
Third Year Registered Apprentice  
70% of Class "A" Rate  
Fourth Year Registered Apprentice  
80% of Class "A" Rate

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

**REGISTERED TRAINEE SCHEDULE**

First Year Registered Trainee  
60% of Bulldozer Rate  
Second Year Registered Trainee  
60% of Bulldozer Rate  
Third Year Registered Trainee  
75% of Bulldozer Rate  
Fourth Year Registered Trainee  
90% of Bulldozer Rate

**SURVEY CREW TRAINEE SCHEDULE**

First Year Rodmen and Chainmen  
70% of classification rate  
First Year Instrumentman Trainee Rate  
Fifty cents (\$.50) less than Instrumentman classification

**SPECIAL RATES**

For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "Industrial and Building Site Work, Power Plant, Amusement Park, Athletic Stadium Site Work and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work," the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).

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\* In the second and third years, monies may be diverted from the wage packages in Schedules I & II to fringes, if needed.

| CLASS E  | H & W    | Pension | Apprenticeship | E & S | Contractor Dues | OCA Fund |
|----------|----------|---------|----------------|-------|-----------------|----------|
| 5/1/2001 | \$17.09  | 3.61    | 3.00           | .45   | .04             | .14      |
| 5/1/2002 | \$17.84* | 3.61    | 3.00           | .45   | .04             | .14      |
| 5/1/2003 | \$18.59* | 3.61    | 3.00           | .45   | .04             | .14      |
|          |          |         |                |       |                 | .05      |

CLASSIFICATION:  
Compressors (portable, sewer, heavy and  
highway)  
Drum-Firemen (asphalt)  
Generators  
Inboard-Outboard Motor Boat Launches  
Masonry Fork Lifts  
Oil Heaters (asphalt plant)  
VAC/ALLS  
Tire Repaiemen  
Survey Rodmen or Chainmen  
Signalmen  
Pumps (under 4" discharge)  
Power Sweepers and Scrubbers  
Power Driven Heaters  
Oilers/Helpers  
Oilers/Helpers  
Power Driven Heaters  
Power Sweepers and Scrubbers  
Pumps (under 4" discharge)  
Signalmen  
Survey Rodmen or Chainmen  
Tire Repaiemen  
VAC/ALLS

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**EXHIBIT "B"****AFFIRMATIVE ACTION PROGRAM**

1. Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion or national origin.

2. The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment; upgrading; demotion or transfer; recruitment and recruitment advertising; lay-off or termination; rate of pay and selection for all types of training.

3. In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

**A. APPRENTICESHIP**

The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers Apprenticeship Program:

1. Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies and state employment offices.

2. Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.

3. Notify all interested agencies and parties thirty (30) days prior to the period for taking applications; and making such interested agency or parties aware of the nature of all tests in order to facilitate a proper pre-test educational effort.

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4. Provide application forms for apprenticeship and adequate instruction for properly preparing same upon request, during recruitment period at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.

5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation and mechanical skills suitable for the craft of Operating Engineer.

6. May have the test administered by an agency other than the Operating Engineers Apprenticeship Program and uniformly and numerically graded.

7. Interview sufficient applicants personally by teams consisting of one representative of Management and one of the Union who shall independently grade each applicant individually and then average the scores.

8. When an applicant fails to achieve acceptance, the Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.

9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a Participating Employer, the Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures as well as the operation and maintenance of the same and teach him/her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.

10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:

A. Having management supervision on the job make every effort to assist and encourage minority group apprentices and to welcome such individuals to the job;

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B. Have each apprentice and pre-apprentice trainee assigned to a Journeyman Operating Engineer for help and assistance, and

C. Have Union officers inform the membership of the importance of making welcome all minority groups into the Union, and

D. The education, training requirements and disciplines of registered apprentices shall be governed by the Apprenticeship Joint Apprenticeship and Training Committee and Standards.

#### **B. JOURNEYPEOPLE**

1. The parties will undertake a joint training program to assure equal opportunity to all journeypeople who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.

2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the reasons for such determination shall be noted in writing and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.

3. Each member of the Local will be advised of this Agreement and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program by any Contractor shall be accepted in lieu of that portion of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

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The parties shall from the date of this Agreement, when required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

### **EXHIBIT "C"**

#### **SURVEY CREW PROVISIONS**

The following provisions for Survey Crews are additions or amendments to the Master Agreement:

##### **1. UNION SECURITY**

Provisions of Article II, Paragraphs 8 and 9 of the Field Agreement shall apply to all employees except to Party Chiefs as provided below.

##### **PARTY CHIEFS**

Subject to the provisions and limitations of the National Labor Relations Act, as amended:

A. All Party Chiefs who are members of Local 18 or its branches of the International Union of Operating Engineers on the effective date of this Agreement, or who have been members of Local 18 or its branches within the past twelve (12) months shall become and remain members of Local 18 in good standing as a condition of employment.

B. Any bargaining unit employee promoted to or who becomes a Party Chief subsequent to the effective date of this Agreement shall remain a member in good standing of Local 18.

C. Any Party Chief hired subsequent to the effective date of this Agreement shall become and remain a member in good standing of Local 18, on or after the eighth (8th) day following the beginning of his/her employment as a Party Chief.

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D. Licensed Surveyors, Registered Engineers, or Employees with Associate Degree in Surveying from an accredited school, may be excluded from the provisions covering wages, hours and conditions of employment contained in the Agreement.

E. It is agreed a letter was given to the Labor Relations Division of the Ohio Contractors Association, by Local 18 and branches of the International Union of Operating Engineers, making provisions for special coverage for Party Chief wage payment including fringes for contractors who have, prior to the date of this Agreement, included such Party Chiefs on management payroll.

## 2. HIRING AND LAYOFF PROCEDURES

A. The Employer shall be required to hire through the Union referral the Instrumentman, Rodman and Chainman, except if the Union has no registered applicant who has one (1) year or more experience as an Instrumentman, Rodman or Chainman. If the Union cannot furnish an Instrumentman, Rodman or Chainman, then the Employer may employ such persons directly. When the Union is unable to furnish through the referral applicants with at least one (1) year's experience, the Employer may employ Trainees and pay at the rate listed in Exhibit A Wage Classifications and Rates of Pay.

B. The Employer will notify the Union District Office of all new employees hired outside of the referral on the date the employee starts to work. The Union shall furnish to the Employer individual employment record forms and the Employer will require all newly hired employees to fill out such forms. The Employer shall mail such employment record forms to the appropriate Union District Office within three (3) days of the hiring of the new employee.

C. Providing the employment is in accordance with the Agreement, the Union shall, at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees.

D. The size of the Field Survey Crew will be determined by the Employer.

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E. When an Employer has need for a Survey Crew, the crew shall be hired in the order of: Party Chief, then Instrumentman, Chainman and Rodman, if qualified.

F. Layoffs shall normally be made in the reverse order of hiring, except it is understood an Employer who employs more than one (1) Survey Crew may transfer his more skilled personnel to another Crew without regard to classification and retain his more skilled personnel during layoff; i.e., a Party Chief or Instrumentman may be retained as a Rodman or Chainman on a Crew other than the Crew in which they had worked during the year.

G. The Rodman and Chainman will be on weekly-pay guarantee May 1 through November 1 only. November 1 through April 30 the Rodman and Chainman will be on either the hourly-pay or day-pay guarantee.

## EXHIBIT "D"

### PERMANENT SHOP PROVISIONS

The following provisions for employment of Permanent Shop employees by the Employer are additions or amendments to the Master Agreement.

#### 1. Work Scope

The Agreement shall cover all maintenance work performed in the Employer's home base Permanent Shop, but shall not cover employees working as clerks or supervisors. Full-time Parts Countermen shall be included in this bargaining unit.

To qualify as a Permanent Shop for purposes of this Agreement, any Employer may qualify his operation as "permanent" by evidence of employing full-time Mechanics, Welders, Parts Men, Janitors or any combination thereof on an annual basis at a specific geographical location.

It is agreed that the provisions of Article XII, Paragraph 92, Page 37, of the Master Agreement, shall be incorporated into and applied to multiple shift operations at all Permanent Shop locations.

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## 2. Hiring Procedure

A. The Employer may hire employees in a manner determined by the Employer. However, the Employer may call the Union for employees and the Union will use its best efforts to supply qualified employees when requested to do so. Newly hired employees will be required to complete a questionnaire furnished to the Employer by the Union, and the Employer shall mail within three (3) days of hire a copy of the questionnaire to the appropriate Union District Office.

B. Yearly review: The Employer shall conduct a merit review of its Employees in the Permanent Shop no less than annually. If the annual review is not conducted, and after the request of the Employee, the Employer shall conduct such review within sixty days or the Employer shall automatically progress to the next class. The Employer shall advise the Employee, at the meeting called for that purpose, of the Employee's progression within the company. The Employer may, at his/her option, invite a union business representative to be present during the interview.

C. If an employee is laid-off he/she shall have recall rights for up to one (1) year after initial lay-off, provided he/she has the experience and qualifications as determined by the Employer to do the job.

## 3. Union Security

All present employees who have been with the company for sixty (60) days or longer who are not members of the Local Union shall become and remain members in good standing of any one of said Locals as a condition of employment, on and after the eighth (8th) day following the effective date of this sub-section. Any employee with less than sixty (60) days service with the company at the date of this Agreement, or any employee hired after the effective date of this Agreement shall become and remain a member in good standing with any of the said Local Unions as a condition of employment on or after the sixtieth (60th) day following the date of hire.

## 4. Vacancies

Employer may fill vacancies by promotion.

## 5. Transfers

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## TRANSFER OF SHOP MECHANICS TO FIELD

Permanent Shop Mechanics may not transfer to field operations except on a temporary basis as follows:

A. The Employer must notify the Union of the duration of said transfer.

B. The Shop Mechanic must work in conjunction with the Field Mechanic on all overtime work.

C. The Shop Mechanic who is working in the field on a temporary basis shall receive the greater of the field rate or the Permanent Shop rate.

D. When an Employee is requested to go to work outside of the home base Permanent Shop, the Employee shall be paid for time spent in traveling at his/her regular home base Permanent Shop rate or overtime rate as the situation requires.

E. If an Employee is dispatched from his/her home to a job, any travel time after one hour shall be compensated by the Employer.

## TRANSFER OF FIELD PERSONNEL TO SHOP

Any Field Mechanic who works in the shop on a temporary basis (winter months, November 1 through May 1), will be paid the appropriate shop wage rate, but fringes shall be paid on the basis of the Master Agreement.

## 6. Overtime Provisions

Eight (8) hours of work shall constitute a normal day's work and forty (40) hours shall constitute a week's work. Employees shall work overtime hours when requested to do so by the Employer and they shall receive time and one-half (1-1/2) for any hours worked in excess of eight (8) hours per day, or forty (40) hours in any one week, whichever is greater, but not both.

An Employer may, however, have the option of working a four-ten hour schedule at straight-time rates (Monday through Thursday). No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive,

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In addition to wages and fringes for hours worked in a four-ten schedule, an additional ten (10) hours wages and fringes at straight-time rates for the holiday, except when the holiday falls on Friday, in which case the employee will receive eight (8) hours wages and fringes for the holiday. If the Employer elects, upon notification to work a four-ten hour week schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten schedule must be by the week. No Friday make-up day is allowed.

An employee shall be paid time and one-half (1-1/2) for work performed on Saturday except if an employee is absent through the work week for unapproved reasons, in which case the employee will be paid only on the basis of overtime over eight (8) or over forty (40) hours per week, whichever is greater. An employee may be required to show proof of illness by securing a doctor's statement.

Double time the regular rate shall be paid for all work performed on Sunday and holidays listed in this Agreement.

#### 7. 40 Hour Guarantee

Workmen employed under the terms of this Agreement commencing work on Monday shall be guaranteed forty (40) hours work for that week. Employees starting on Tuesday, thirty-two (32) hours; Wednesday, twenty-four (24) hours, etc. Any employee to receive the weekly guarantee must report for work each day at starting time and remain on the job for the time requested by the Employer.

#### 8. Health and Welfare Payments

Employers will pay Health and Welfare payments as outlined under terms of the Master Agreement and as also outlined in EXHIBIT "D" wage scale.

#### 9. Pension

Shop employees who presently are having pension payments made to the Ohio Operating Engineers Pension Program will continue to have such payments made by their Employer.

It is agreed the Employer shall make appropriate payments to the Central Pension Fund of the Operating Engineers for each hour paid to any shop Employee.

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#### 10. Apprenticeship

No Apprenticeship fringe payments are required for shop employees except as specified herein.

#### 11. Education and Safety Fund

Employers are required to pay to the Education and Safety Fund as outlined under the terms of the Master Agreement to be effective on the date of ratification of the Shop Agreement.

#### 12. Paid Holidays

It is agreed employees with the company shall be eligible for eight (8) hours pay at their regular rate for the following holidays:

New Year's Day  
Memorial Day (last Monday In May)  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

providing the following eligibility rules are met:

1. The employee has sixty (60) calendar days of home base Permanent Shop employment with the Company.

2. The holiday is celebrated on a work day, Monday through Friday. (Holidays falling on Sunday normally are observed on Monday.)

3. Employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday except it is understood that if the holiday falls during an employee's vacation period, he/she shall be paid for the holiday.

It is understood that holiday pay shall not be counted as hours worked for purposes of overtime pay.

All work performed on one of the holidays listed herein shall be paid at the rate of double time.

#### 13. Vacation Pay

An employee who has at least one (1) year continuous service, but less than two (2) years service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to one (1)

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week vacation with pay for the year. One (1) weeks pay shall be for forty (40) hours at the employee's regular rate of pay at time of his/her vacation.

An employee who has at least two (2) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to two (2) weeks vacation with pay for the year. Two (2) weeks pay shall be eighty (80) hours at the employee's regular rate of pay at time of his/her vacation.

An employee who has at least ten (10) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to three (3) weeks vacation with pay for the year. Three (3) weeks pay shall be 120 hours at the employee's regular rate of pay at time of his/her vacation.

One (1) year continuous service shall be defined as ten (10) months employment within a twelve (12) month period.

Employees who have had at least one (1) year of continuous service as defined above, and whose employment is terminated for any reason shall be paid for all vacation earned but not received on a 1/12 pro rata basis for each full month of employment during the year. An Employee who leaves the employ of the Employer by voluntary resignation shall be eligible for unearned vacation pay only if thirty (30) days advance notice is given.

Vacation schedules shall be determined by the Employer and must necessarily be dependent upon operating conditions. Effort will be made, however, to schedule vacations during a period convenient to Employees. Employees may state their first, second and third choices of time they wish to take their vacation.

#### 14. Insurance for Employees' Tools

Shop Mechanics shall use their own tools to the extent customary in the trade and as outlined in provisions of the Master Agreement. The Employer shall replace or repair any tools that are (1) stolen in a proven theft when the tools are on Employer property, or (2) broken when performing work under this Agreement, provided the Shop Mechanic complies with the conditions of this paragraph. All Shop Mechanics shall

provide the Employer with an up-to-date tool inventory list to their supervisor. This list shall be reviewed and subject to approval by the supervisor of the Shop Mechanic. If a tool is not listed on this list, it shall not be eligible for repair or replacement. The Employer will provide direct replacement for the tools, or the toolbox caster, on the tool inventory list from those vendors that the Employer deals with on a regularly scheduled basis. Should the vendors that regularly supply the Employer be unable to supply a like-quality tool, or the Shop Mechanic chooses not to change brand names, then that Shop Mechanic may purchase or replace the tool on his/her own and be reimbursed upon submission of proof of purchase to the Employer. Tools and/or toolboxes which are stolen, destroyed by fire or by acts of God on the conduct of the Employer's authorized business or from locked authorized vehicles, as evidenced by proof of loss in a police report shall be replaced by the Employer on a twenty-four (24) hour basis unless the Shop Mechanic decides to utilize another source than the regularly scheduled vendors of the Employer.

#### 15. Wage Rates

Wage Zone 1 shall include the counties of Cuyahoga, Lake, Geauga, Summit and Portage.

Wage Zone 2 shall include all remaining counties of Ohio except Mahoning, Trumbull and Columbiana, and shall include counties of Boone, Campbell, Pendleton and Kenton in Kentucky.

Any present employee working under this Agreement shall not suffer a reduction in rate classification and shall receive any wage increase negotiated added to their existing rate.

**EXHIBIT "D" Permanent Shop Provisions****Wage Schedule**

Following are wage zones, rates and classifications which are effective on dates shown:

| <b>ZONE I</b>             |          |          |          |
|---------------------------|----------|----------|----------|
| <b>PERMANENT SHOP</b>     |          |          |          |
|                           | 5/1/2001 | 5/1/2002 | 5/1/2003 |
| Shop Maintenance Engineer |          |          |          |
| Class A                   | \$18.27  | \$19.08* | \$19.89* |
| Class B                   | 17.60    | 18.39*   | 19.18*   |
| Class C                   | 16.92    | 17.69*   | 18.46*   |
| Class D                   | 15.73    | 16.46*   | 17.19*   |
| Class E                   | 14.52    | 15.21*   | 15.90*   |
| Class F                   | 13.35    | 14.00*   | 14.65*   |
| Class G                   | 12.14    | 12.74*   | 13.34*   |
| Class H                   | 10.91    | 11.47*   | 12.03*   |
| Class I                   | 9.70     | 10.22*   | 10.74*   |
| Class J                   | 8.68     | 9.17*    | 9.66*    |
| Parts Counter Man         | 11.79    | 12.38*   | 12.97*   |
| Janitor                   | 8.92     | 9.42*    | 9.92*    |
| H & W                     | \$3.61   | \$3.61   | \$3.61   |
| Pension                   | 2.10     | 2.10     | 2.10     |
| E & S                     | .04      | .04      | .04      |
| Contractor Dues           | .14      | .14      | .14      |
| OCIA Fund                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the Permanent Shop wage packages in Zones I & II to fringes, if needed.

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| <b>ZONE II</b>            |          |          |          |
|---------------------------|----------|----------|----------|
| <b>PERMANENT SHOP</b>     |          |          |          |
|                           | 5/1/2001 | 5/1/2002 | 5/1/2003 |
| Shop Maintenance Engineer |          |          |          |
| Class A                   | \$18.02  | \$18.82* | \$19.62* |
| Class B                   | 17.31    | 18.09*   | 18.87*   |
| Class C                   | 16.66    | 17.42*   | 18.18*   |
| Class D                   | 15.52    | 16.24*   | 16.96*   |
| Class E                   | 14.27    | 14.95*   | 15.63*   |
| Class F                   | 13.06    | 13.70*   | 14.34*   |
| Class G                   | 11.84    | 12.43*   | 13.02*   |
| Class H                   | 10.63    | 11.18*   | 11.73*   |
| Class I                   | 9.38     | 9.89*    | 10.40*   |
| Class J                   | 8.42     | 8.90*    | 9.38*    |
| Parts Counter Man         | 11.51    | 12.09*   | 12.67*   |
| Janitor                   | 8.63     | 9.12*    | 9.61*    |
| H & W                     | \$3.61   | \$3.61   | \$3.61   |
| Pension                   | 2.10     | 2.10     | 2.10     |
| E & S                     | .04      | .04      | .04      |
| Contractors Dues          | .14      | .14      | .14      |
| OCIA Fund                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the Permanent Shop wage packages in Zones I & II to fringes, if needed.

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OOE 000045

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Employer (Printed)

Employer Address

City State Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) (Date)

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

District Representative (Signature)

CONTRACTORS COPY

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(USE NO CARBON)

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OOE 000046

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Employer (Printed)

Employer Address

City State Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) (Date)

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

District Representative (Signature)

HEADQUARTERS COPY

(USE NO CARBON)

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## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Employer (Printed)

Employer Address

City

State

Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) (Date)

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

District Representative (Signature)

UNION DISTRICT COPY

(USE NO CARBON)

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OGE 000048

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Employer (Printed)

Employer Address

City State Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) (Date)

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

District Representative (Signature)

FRINGE OFFICE COPY

(USE NO CARBON)

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OOE 000049

# **OHIO HIGHWAY HEAVY AGREEMENT**

**Effective  
May 1, 2004 through April 30, 2007**

**Between**

**THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)**



**AND**

**THE LABOR RELATIONS DIVISION  
OF THE  
OHIO CONTRACTORS ASSOCIATION**



OOE 000050

## **EMPLOYERS**

### **THE LABOR RELATIONS DIVISION OHIO CONTRACTORS ASSOCIATION**

**1313 Dublin Road**

**Columbus, Ohio 43215**

**Telephone: (614) 488-0724**

**FAX: (614) 488-0728**

**Website:**

**[www.ohiocontractors.org](http://www.ohiocontractors.org)**

**Mark Potnick**

**Director, Labor Relations**

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## **DIRECTORY**

### **OFFICERS**

**Local 18 and its Branches  
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3515 Prospect Avenue  
Cleveland, Ohio 44115  
216-432-3138  
FAX: 216-432-0370**

**Patrick L. Sink  
Business Manager**

**Kenneth M. Triplett  
President**

**Floyd S. Jeffries  
Vice President**

**Charles W. Scherer  
Recording-Corresponding Secretary**

**Larry G. Reynolds  
Financial Secretary**

**Premo P. Panzarello  
Treasurer**

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## **DISTRICT NO. 1**

Covering the following counties in Ohio:

|           |        |       |        |
|-----------|--------|-------|--------|
| Ashtabula | Erie   | Huron | Lorain |
| Cuyahoga  | Geauga | Lake  | Medina |

District Representatives

Steve DeLong

|                  |                |                  |
|------------------|----------------|------------------|
| Jeff Milum       | Donald Taggart | Steven Mayor     |
| Premo Panzarello | Scott Ranftl   | John Liscoe, Jr. |

3515 Prospect Avenue, Cleveland, Ohio 44115

Office: 216-432-3131

FAX: 216-432-3135

## **DISTRICT NO. 2**

Covering the following counties in Ohio:

|          |        |          |          |
|----------|--------|----------|----------|
| Allen    | Hardin | Paulding | Van Wert |
| Defiance | Henry  | Putnam   | Williams |
| Fulton   | Lucas  | Sandusky | Wood     |
| Hancock  | Ottawa | Seneca   |          |

District Representatives

Charles LaFaso, Jr.

|             |              |               |
|-------------|--------------|---------------|
| Gary Siesel | Andrew Myers | Steve Heckler |
|-------------|--------------|---------------|

2412 South Reynolds Road, Toledo, Ohio 43614

Office: 419-865-0221

FAX: 419-865-0601

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### **DISTRICT NO. 3**

Covering the following counties in Ohio:

|           |         |           |          |
|-----------|---------|-----------|----------|
| Crawford  | Hocking | Marion    | Perry    |
| Delaware  | Knox    | Morrow    | Pickaway |
| Fairfield | Licking | Muskingum | Union    |
| Franklin  |         |           | Wyandot  |

District Representatives  
Greg Kingsbury

Tommy Thompson  
Larry Bodner

Roland Llewellyn  
Tim Hammock

Mark Totman, Legislative Director

1188 Dublin Road, Columbus, Ohio 43215

Office: 614-486-5281

FAX: 614-486-7258

### **DISTRICT NO. 4**

Covering the following counties in Ohio:

|           |         |         |            |
|-----------|---------|---------|------------|
| Auglaize  | Clinton | Logan   | Montgomery |
| Butler    | Darke   | Madison | Preble     |
| Champaign | Fayette | Mercer  | Shelby     |
| Clark     | Greene  | Miami   | Warren     |

District Representatives  
Richard Dalton

Louis Monnin

Scott Clark

6051 N. Dixie Drive, Dayton, Ohio 45414

Office: 937-890-5914

FAX: 937-890-5180

MAILING ADDRESS: P.O. Box 13462, Northridge Branch  
Dayton, Ohio 45413

### **DISTRICT NO. 5**

Covering the following counties in Ohio:

|          |          |           |         |
|----------|----------|-----------|---------|
| Adams    | Gallia*  | Lawrence* | Ross*   |
| Athens*  | Hamilton | Meigs*    | Scioto* |
| Brown    | Highland | Morgan*   | Vinton* |
| Clermont | Jackson* | Pike*     |         |

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## **DISTRICT NO. 5 (continued)**

Covering the following counties in Kentucky:

Boone                      Campbell                      Kenton                      Pendleton

District Representatives

Larry G. Reynolds

Gerald Hall

Bill Burdett

9730 Reading Road (Cincinnati) Evendale, Ohio 45215

Office: 513-733-5575

FAX: 513-733-4672

\*Counties served through District No. 3, Columbus Office

Office: 614-486-5281

FAX: 614-486-7258

## **DISTRICT NO. 6**

Covering the following counties in Ohio:

|           |           |          |            |
|-----------|-----------|----------|------------|
| Ashland   | Harrison  | Noble    | Summit     |
| Belmont   | Holmes    | Portage  | Tuscarawas |
| Carroll   | Jefferson | Richland | Washington |
| Coshocton | Monroe    | Stark    | Wayne      |
| Guernsey  |           |          |            |

District Representatives

Steve DiLoreto

Floyd Jeffries

Tom James

Joe Lucas

Bill Larrick

1707 Triplett Boulevard, Akron, Ohio 44306

Office: 330-784-5461

FAX: 330-784-8827

## **LOCAL 18S STATIONARY ENGINEERS**

Representatives

Charles Scherer

Scott Peters

James Kumse

Thomas Ridenbaugh

3515 Prospect Avenue

Room 206

Cleveland, Ohio 44115

Office: 216-432-2668

FAX: 216-432-0796

GOE 000058

## **AGREEMENT**

**Between**

### **THE LABOR RELATIONS DIVISION OF THE OHIO CONTRACTORS ASSOCIATION**

**(LRD/OCA) which may be referred to  
hereinafter as the "ASSOCIATION"**

**and**

**THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 18 and its Branches (AFL-CIO)  
referred to hereinafter as the "UNION"**

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein through their authorized agents.

It is understood that the LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION is not liable hereunder, as it is acting only as negotiating representative for its subscribing members. The Association certifies that it is authorized to represent its members in the execution of this Agreement and agrees to furnish the Union with a list of all members subscribing thereto. The Labor Relations Division of the Association will certify to the Union Employers who affiliate subsequent to the date of this Agreement, and such Labor Relations Division members shall be covered and bound by the terms of this Agreement. The Union may request a meeting with such new member and the OCA/LRD Representative, and such meeting will be held within five (5) days of the request.

NOW, THEREFORE, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

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## **ARTICLE I**

### **GEOGRAPHICAL AND INDUSTRIAL SCOPE OF AGREEMENT**

1. The provisions of this Agreement shall govern the employment of and conditions under which employees shall work and rates of pay they shall receive on work as defined herein for all counties of the State of Ohio, except Columbiana, Mahoning and Trumbull, and including Boone, Campbell, Kenton and Pendleton counties in Kentucky.

### **SCOPE**

2. The word "work" when used herein means "Highway Construction, Airport Construction, Heavy Construction, Railroad Construction, Sewer, Waterworks and Utility Construction, Hazardous Waste Site Remediation, Industrial and Building Site, Power Plant, Amusement Park, Athletic Stadium Site and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction" as hereinafter defined within the jurisdiction.

A. "Highway Construction" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails and fences, but shall not include construction of buildings.

B. "Airport Construction" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking lots and similar work incidental to the construction of airfields, but shall not include the construction of buildings.

C. "Heavy Construction" work is defined as including, but not limited to, excavation for underground garages, grade separations, foundations, abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, pedestrian tunnels, water development projects, hydroelectric development, utility transmission lines, including right-of-way clearing, demolition of buildings on a highway right-of-way,

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locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors and all municipal and utility construction, except construction classified as building construction, and including hazardous waste site remediation work.

D. "Railroad Construction" work is defined as new construction including grading, drainage, placing of rails, crossties, ballast and the construction of bridges and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

E. "Sewer, Waterworks and Utility Construction" work is defined as including construction of all storm sewers, sanitary sewers, supplying of all storm sewers, sanitary sewers, supplying and distributing waterlines, gaslines, telephone and television conduit, underground electrical lines and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

F. "Industrial and Building Site" work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level, but shall not include the actual excavation for the buildings for foundations and footers on the construction of buildings.

G. "Power Plant, Amusement Park, Athletic Stadium Site" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers in construction of the buildings.

H. "Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction" work is defined as all

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work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control processes.

1. Any work under F, G and H above, the Employer shall pay a rate determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

## **ARTICLE II**

### **PROVISIONS AND LIMITATIONS**

3. All members of the Labor Relations Division of the Ohio Contractors Association, and any person, firm or corporation who as an Employer becomes signatory to this Agreement, shall be bound by all terms and conditions of this Agreement as well as any future amendments which may be negotiated by the Labor Relations Division of the Ohio Contractors Association and the Union, and furthermore, shall be bound to make Health and Welfare payments, Pension payments, Apprenticeship Fund and Safety and Educational Fund payments required under Article V for all work performed within the work jurisdiction outlined in Article I of this Agreement, or any other payment established by the appropriate Agreement.

4. The Employer will employ Operating Engineers for the erection, operation, assembly and disassembly, and maintenance and repair of the following construction equipment, regardless of motive power: Air Compressors, Backfillers, Batch Plants, Boilers, Cableways, Connection Machines, Derricks, Finishing Machines, Truck-Crawler and Locomotive Cranes, Concrete Mixing Plants, Shovels, Hoes, Keystone Graders, Paving Mixers, Piledriving Machines, Tractors, Le Tourneau and other types of Scoops, End Loaders and all like equipment within the jurisdiction assigned to the Union by the American Federation of Labor.

Maintenance Engineers shall be employed to do all pipefitting in connection with hoisting and portable equipment. Maintenance Engineers shall install well-point systems and shall be employed to do all burning and welding in preparing and maintaining of all equipment operated by members of this Union.

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Establishment of, and transferring of, all original lines and grades, elevations and exact locations of excavations, fills, sub-grades, foundations, walls, piling, concrete, etc., and/or including all linear and angular measurements appertaining to the work scope outlined in the Highway Heavy Agreement, shall be performed exclusively by Field Survey Crews. This also pertains to the use of Geodimeter, or any other device that electronically measures (shoots) distance, shall be the work of the Operating Engineers (only applies to in-house crew). The Union recognizes that surveying instruments are used by supervisors and supervisory personnel and will agree to this practice and custom.

The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned him by the AFL-CIO, will be respected and all operating engineer work will be performed by an Operating Engineer.

5. Providing the employment is in accordance with the terms of the Agreement, the Union shall at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees to operate, maintain and repair equipment.

6. Upon the request of either party a Pre-Job Conference will be held at least five (5) days prior to commencing work and the Union may request and receive the Pre-Job Conference with the Employer on an individual basis. In case of an emergency start of a construction job, the Pre-Job Conference will be held as soon as possible after the commencing of work. When an Employer is awarded a contract of \$500,000 or more, the Employer will notify the Union at the time it is awarded such job. Following are the items which will be discussed at the Pre-Job Conference:

A. The Employer will advise the Union Representative of the Employer's requirements of necessary employees in the classifications of work under this Agreement and the Union will determine and advise the Employer of the ability of the Union to fulfill such requirements when requested.

B. Work schedules.

C. Questions of jurisdiction and assignment of work.

D. The Employer agrees that wherever possible at such

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Pre-Job Conference, they will notify the Union having jurisdiction over the project of any subcontracts let by the Employer, the names of the subcontractors and the nature of the work to be performed by the subcontractors. The Union may request a subcontractor to meet with the Union, and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original Pre-Job Conference for the project.

E. Before the start of any project containing known hazardous waste materials, there will be a Pre-Job Conference held. The Employer must notify the Union five (5) days prior to starting work on the project. Failure to do so, the Union has the right to withhold its service until such time a Pre-Job Conference is held.

It is understood and agreed that no agreement may be made at the Pre-Job Conference which will effect change, modify or abrogate the Labor Agreement in effect between the two parties hereto.

7. The Employer recognizes and acknowledges that Local 18 and its Branches of the International Union of Operating Engineers is the sole representative of all employees in the classifications of all work under their jurisdiction covered by this Agreement for the purposes of collective bargaining.

The Union likewise recognizes the Labor Relations Division of the Ohio Contractors Association as the sole bargaining agent for its members for work as defined herein for the geographical area and scope of work outlined.

8. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Local Unions above stated on the effective date of this sub-section shall remain members of the Local Unions in good standing as a condition of employment.

9. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of any one of said Locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section, or following the beginning of their employment, whichever is later.

10. The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may dis-

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charge any employee whose work is unsatisfactory, or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety and protection of its employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XV, Paragraphs 107 through 109. Intoxication and/or assault committed on the job site shall be cause for immediate discharge.

**11.** The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools, or labor-saving devices.

It is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible.

It is agreed that a fair day's work shall be given for a fair day's pay.

**12.** The Employer may shift during a work day an Operating Engineer from one piece of hourly and day rate of pay equipment to another hourly or day rate of pay piece of equipment, without limitation from same job site providing the shifting does not interfere with another Operating Engineer's work day. This condition also pertains to weekly pay equipment. However, there shall not be any intermixing with weekly pay equipment to hourly or day rate of pay equipment. The Operating Engineer will be paid the higher rate for that day in all cases.

**13.** If the Employer assigns any piece of equipment to someone other than the Operating Engineer, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wages and fringe benefits from the first day of violation.

**14.** The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes, and other such duties as may have to be performed, provided the activities do not interfere with the progress of the job.

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**15.** The Union may, when it believes it necessary, appoint a Steward on each shift on a project and a Union Representative will, when making such an appointment, notify the Employer.

On a large project the Union and the Employer may mutually agree to more than one (1) Steward per shift. The Steward shall perform full-time work for the Employer and shall be subject to the same rules, rights and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, slowdown of work or perform any other action which would be in violation of this Agreement.

Each new employee shall report to the job superintendent before starting work and, if there has been a Steward appointed for that particular project, the new employee shall report to the Steward by the end of the lunch hour of the first day's work.

The Steward shall be allowed sufficient time during working hours to perform all normal Steward duties, and it is understood that a Steward will not act under the grievance procedure outlined herein. The Steward shall notify the Union District Representative of grievances.

The Steward shall not have job priority and will be laid off in the same manner as any other employee upon completion of his/her particular job assignment. The Employer will give twenty-four (24) hours notice to the Union prior to the layoff of the Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

**16.** The Union and the Employer agree to make every effort to establish the wage rates in this Agreement as the prevailing wage rates for Highway Heavy construction for all public works contracts in the State of Ohio for the area designated herein, and both parties will present this Agreement to the Davis-Bacon Section, United States Department of Labor, and the Ohio Department of Industrial Relations as prevailing rates.

**17.** The Union and the Employer will cooperate in the establishment of a safety program.

At the Pre-Job Conference where it is agreed that safety hats shall be required, the wearing of such hats may be made a condition of employment. It shall be the responsibility of the employee to furnish his/her own approved safety hat when not furnished by the Employer.

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It is agreed the Employer will abide by State Safety Code 4121; 1--3 and any federal statutes and will provide all necessary safety equipment as outlined therein. All safety equipment required by the project owner or manager will be at no cost to the employee, except work shoes of any type.

**TRAINING:** The Safety Training Passport 16-Hour Program will be made available to all Union members by the Union at no cost to the Employer. The program will consist of:

Safety Awareness, Fall Protection and Hazard Communication as required by current OSHA regulations.

Operating Engineers dispatched to a project to perform trench excavation work will be required to have successfully completed eight (8) hours of trench safety training. This program will become effective May 1, 2007.

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training.

**HAZMAT PROJECTS:** All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an Operator is required to don a special protective suit and/or a self-contained breathing apparatus at a private, state, federal or other designated toxic/hazardous waste site, the Employer will notify the Union District Office. Reasonable dress-up time and clean-up time will be allowed. The first qualified bargaining unit employee on the job will be designated the steward-safety man, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered "safe zone" area shall be provided. There shall be wash-up facilities on all toxic/hazardous waste sites.

On such projects, it is expressly understood that if the employees' immediate health and safety are in danger, the employee may discontinue operations, without penalty, until satisfactory results are obtained, or until such time as a recognized safety agent shall declare the equipment or operation to be safe. All Operating Engineers' employees shall be advised by the Employer prior to employment as to the nature of the known hazardous waste and possible resultant physical injuries as may be required by applicable law.

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**18. DRUG TESTING:** The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and the Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property, or whose observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impaired the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge. Refusal to take a test or the submission of an adulterated sample shall be determined the same as a positive test result. The employee/member shall follow all requirements outlined in this section.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse College of

American Pathology laboratory and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer and the Union. The employee shall be paid his/her regular hourly wages and fringes for the time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio Operating Engineers Health and Welfare Program providing the employee confines himself/herself to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program, he/she shall be removed from the employer's job site; shall be prohibited from registering under Article III of the referral of this contract and shall not be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program, the employee may be restored to his/her original job with the employer. If the employee is not restored to their original job, the employee will be allowed to register for work in the referral by registering a new work referral card. The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the District Representative monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee the right to maintain his/her referral card in the register and utilize the referral or if working, to be removed from work.

**19. HARASSMENT POLICY:** The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

### **ARTICLE III**

#### **REFERRAL SYSTEM**

**20.** Local 18 and its Branches shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one (1) office of the Union at any

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one time. All applicants will be registered in order of application, provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work. Registrations and re-registrations will be accepted during customary business hours. Applicants shall be classified in priority groups in accordance with the following criteria:

**GROUP A:** All applicants who have worked as Operating Engineers at least 360 days, 90 days or more per year, during the last four (4) years, and have been employed for at least 360 days, 90 days or more per year during the last four (4) years on work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the State of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

**GROUP A PREFERRED:** Must have Group A eligibility.

Group A registrants may voluntarily register in the Group A Preferred, however, registrants in the Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of referral from the Preferred A deck. Preferred A status employees will not be eligible for letter of request by the Employer: Welding Machines, Elevator, Conveyor, Pumps, Compressors, Generators, One Drum Hoist, Mono-Rail Hoist, and Portable Heaters.

(B) It is further understood and agreed that when the Employer employs Operating Engineers not currently in his/her employ for any machines listed in this section, the Employer shall call the referral office servicing his/her job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any Operating Engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

(C) Workmen registering in this Preferred A group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

**GROUP A RETIREES:** Must have Group A eligibility.

The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary choice.

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction industry source.

Upon retirement the retiree can only register in this group. The Group A Retirees will be referred to jobs only after the Group A classification and the Preferred A classification have been exhausted.

The Group A Retiree will not be eligible for letter of request by the Employer.

**GROUP B:** Same as Group A, except that the employment shall have been at least 270 days, three (3) years of 90 days each. All fourth year Apprentices and Trainees shall be registered in this group.

**GROUP C:** All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the State of Ohio or any county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

**GROUP D:** All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

**GROUP E:** All other applicants and all first year Apprentices and Trainees shall be registered in this group.

**GROUP F:** All applicants who are "temporary employees."

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeymen certification become eligible for Group A. When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinafter defined, and does not notify the Union hall the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

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Any registrant requesting that their work registration card be placed on hold due to sickness or ill health must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness prevents the registered applicant from working as an Operating Engineer. A work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one hundred twenty (120) days. No registration cards will be placed in the hold position for illness less than a thirty (30) day duration. Any refusals of dispatches due to illness for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

**21.** In referring applicants, the following procedure shall be followed:

A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.

C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of such rejection. In the event a registrant is discharged by the employer because of lack of sufficient ability, and he/she does not exercise his/her rights under the referral Board of Review and Arbitration under Paragraph 25, the classification or equipment from which he/she is discharged shall be stricken from his/her referral record and he/she shall not be dispatched to a job in that classification or on that equipment until he/she has:

1. Taken training at his/her training site and has been certified, or

2. Has presented to his/her dispatch office a letter from a previous Employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the Employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of

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equipment in his/her employment.

D. When an applicant is actually employed, he/she shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until he/she has made application to the Board of Review and Arbitration provided for in Paragraph 25 of this Agreement, and shows good cause for his/her failure to give such notice.

E. When an applicant becomes employed, his/her name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one (1) day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fifteen (15) days, (only one (1) fifteen (15) day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, he/she shall be restored to his/her previous position on the register when such employment terminates. Any applicant who quits employment or fails to show up for work assignment at starting time after being dispatched (provided he/she was dispatched the previous day), for whatever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until he/she puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before he/she is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the District office in writing, before any referral, that he/she will not accept employment referrals in certain named counties within the District. If an applicant refuses a job referral for the second consecutive time, he/she shall lose his/her position on the register and go to the bottom of the list for his/her group\*. If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal.

\* Does not apply to the Ohio or Kentucky Residential and Light Commercial Agreements referral.

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F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.

In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$16.75 and another \$16.75 for each re-registration thereafter, provided that such fee shall not exceed \$16.75 in any consecutive thirty (30) day period (the aforesaid \$16.75 will increase to \$17.25 effective July 1, 2005) and provided that such fee shall not apply to the following:

1. Members in good standing of Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and

2. Applicants for membership to Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their fees; and

3. Members in good standing of the International Union of Operating Engineers who are paying travel dues whose proportionate share of the cost of this referral system is met by the payment of their fees.

G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.

H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the nearest available training site prior to being assigned a position on the referral list.

I. Subject to this referral system employers may hire through this referral policy by name former employees who have resided for at least twenty-four (24) months in the State of Ohio or in any county contiguous thereto, and have been employed by the Employer making the request during the past

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twenty-four (24) months within the jurisdiction of this Agreement. The Employer must make the request to the appropriate Union District Office and the Employee requested must be registered on the District referral list (Groups A through E).

Employers may hire through this referral policy by name individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the District in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request. The request by name must be confirmed later in writing, on the letterhead of the Employer and signed by either the Employer or the superintendent of the project.

Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his/her payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union District Office from which the employee is to be transferred.

The Union agrees the transfer will be processed in an expedient manner.

J. The purpose of the referral system is to provide non-discriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event the referral list is exhausted, and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.

Applicants hired by the Employer under this procedure shall be known as "temporary employees", and will be subject to replacements. The Employer will notify the Union District Representatives of the name, union affiliation (if any), date of employment and social security number of such "temporary employee". The Union will maintain a register of all such "temporary employees", and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group F.

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Such "temporary employee" shall be subject to replacement by a qualified registered applicant under the procedure listed herein:

1. The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working, and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.

2. The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the temporary register.

K. When an Employer states requirements for special skills or abilities in his/her request for employee applicants, the Union shall refer the first applicant on the register possessing such skills, or abilities, regardless of the place or classification of such applicant on the register. If a contractor requests or requires that the Operator be a Certified Operator, verification of the Operator's certification is the responsibility of the Employer. If the Employer notifies the Union in writing, within 30 days after the employee's discharge, of an Operator who had been in his/her employment and who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom Local 18 has a contractual relationship without a proper referral by Local 18, shall be discharged by the Employer when it is called to his/her attention.

22. Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or notifying the Union at any of its offices in the territory where the work is to be performed.

23. Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership, policies, or requirements. It is mutually agreed that the Em-

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ployer and the Union shall abide by all of the laws of the United States, the State of Ohio, the Commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

The Union agrees to furnish an Employer, at his request, any statement or data required under any regulations referred to herein.

24. In addition to the above registration groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group is limited to applicants eligible for Group A of this referral and all fourth year Apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants referral out of this Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar week or eight (8) days or less duration in a calendar month on equipment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the referral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month—as a result of the Short Term Job Referral Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as

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herein described. Employment received as a result of the Short Term Job Group referral will not provide eligibility for employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of Group A, Preferred A and Group A Retirees except as modified herein.

25. Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration consisting of one (1) representative of the Union, one (1) representative of the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

26. This statement as to referrals, shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union and all offices of the Employer.

27. An Ohio Contractors Association Labor Relations Division Representative may inspect the referral register at the Union District Office at any time during normal office hours.

28. All officers and business representatives of the Union who have had previous work experience in any one (1) or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, they shall do so with the same preference as if they had continually worked at the trade and shall be eligible upon registration for Group A.

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## **ARTICLE IV**

### **WAGE RATES**

**29.** The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes under the jurisdiction of the International Union of Operating Engineers, Local 18 and its Branches of the International Union of Operating Engineers, and as negotiated by and between Local Union 18 and its Branches of the International Union of Operating Engineers and the Labor Relations Division of the Ohio Contractors Association.

**30.** Exhibit "A" covering wage rates and classifications attached hereto, is made a part of this Agreement.

If equipment within the jurisdiction of the International Union of Operating Engineers is used by an Employer and there is not an appropriate classification listed under the wage schedule herein, either party may request the other party to meet to negotiate a new classification and rate of pay. Such meeting shall be held within five (5) days from the date of the request for the meeting. The new classification shall be placed in Class "B" rate classification, unless the equipment is small non-productive in nature. Such equipment shall be placed in Class "E". If no agreement can be reached on a new rate, the dispute will be referred immediately to Step 4 of the Grievance Procedure outlined in Article XV, Paragraph 108 ; however, the classification will be continued to be paid at the Class "B" or Class "E" rate until final settlement is made.

**31.** The Employer may, at its discretion, designate a person in their employ as a Master Mechanic, and such Master Mechanic shall be answerable to the Employer and paid at the rate established herein. The Master Mechanic so appointed must be a member of Local 18.

**32.** On jobs where Maintenance Operators are to be employed, the first two (2) employed shall be Class A; the third one, if required, may be Class B or Mechanic Trainee. Any further hire of Maintenance Operators shall be two (2) Class A, then a Class B or Mechanic Trainee may be hired. This ratio of two (2) Class A, then a Class B or Mechanic Trainee shall be continued in the hire of all Maintenance Operators as required

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by the project requirements. Mechanics in training, working under these provisions will be compensated according to the schedule provided under the "Field Mechanic Trainee Schedule." (See page 55)

**33.** No supervisory employee shall perform productive work or operate equipment which would deny an Operating Engineer employment.

## **ARTICLE V**

### **FRINGE BENEFIT PROGRAMS**

**34.** The fringe benefit provisions contained herein shall apply to all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who become signatory, or bound by this Agreement, and any other Employer or Employer groups who becomes a party to an agreement covering the Fringe Benefit Programs set forth herein.

All Employers bound hereby agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Pension Fund, Health and Welfare Plan, Apprenticeship Fund and Safety Training and Educational Trust Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and Plan, and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

**35.** Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include holidays and reporting hours which are paid.

A. PENSION FUND: Effective May 1, 2000 is \$3.00 per hour

B. HEALTH & WELFARE PLAN: Effective May 1, 2004 is \$5.11 per hour

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**C. APPRENTICESHIP FUND:** Effective May 1, 2000 is \$.45 per hour

**D. SAFETY TRAINING & EDUCATIONAL TRUST FUND:** Effective May 1, 1986 is \$.04 per hour

The Union shall have the option of diverting all or any part of the increase scheduled for improvement of or payment of costs of any fund benefits provided under this Agreement; provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the office of the Ohio Contractors Association at least 60 days before the effective date of the scheduled change specifying in said notice the amount of change to be applied for this purpose in the fund benefit for which the money is to be used.

**36.** It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit during regular working hours, the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of monies to the Contractors Construction Association dues, Ohio Contractors Association under Paragraphs 86, et. seq. and with respect to the Administrative Dues deduction under Paragraph 82. Notwithstanding the foregoing authority allowing audits with respect to the Contractors Construction Association Dues, Ohio Contractors Association and the Administrative Dues deduction, the audits shall only be conducted in conjunction with the Fringe Benefit Funds and Plan referred to herein and shall not be conducted independently. The twenty-four (24) hour notice referred to in Paragraph 37 (A) shall only be given for delinquencies to the employees Fringe Benefit Funds or Plan referred to therein.

**37.** Reports of employees who have worked, the number of hours that they have been paid, and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports

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not furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or in part, and in addition to all other remedies, either in law, in equity, by contract, or authorized by the aforementioned Agreements and Declarations of Trust, shall be available:

A. After the Trustees, or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24) hours written notice at the address shown in the records of the Funds, Plan or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary, until such delinquent payments are made, or said audit is permitted, such action including, but not limited to, the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues, Article XV notwithstanding.

B. In the event either the Union or the Trustees of any Funds or Plan may decide to utilize the grievance and arbitration procedure in this paragraph to collect delinquent contributions and liquidate damages, to enforce any audit, or to obtain any report, the following procedure shall apply:

1. Unless the issue is resolved between the Employer and the party giving notice, within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan, or Union, such party may refer the matter to an arbitrator to be named by the Labor Relations Division of the Ohio Contractors Association, and by Local 18 of the International Union of Operating Engineers, whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefor, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association, whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

38. The Employer and the Union shall each appoint two (2) Trustees to constitute the Board of Trustees to establish a Safety Training and Educational Trust Fund.

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The Employer shall contribute four cents (\$.04) per hour for each hour paid to each employee covered by this bargaining unit for the Safety Training and Educational Trust Fund in a manner and a method established by the Board of Trustees.

The Board of Trustees is charged with the responsibility of formulating in writing the specific and detailed provisions of the Safety Training and Educational Trust Program including all necessary rules, regulations and provisions to make such a program effective.

The program and the contributions to it shall conform with the Labor-Management Relations Act and other laws which may be in effect or which may hereafter be enacted affecting such plan, contribution, or benefits hereunder.

The program must meet the requirements of the Internal Revenue Code and the regulations and rules of the Internal Revenue Service so that all Employer contributions shall be considered tax deductible. Any disbursements of contributions from the Trust Fund established, if made before it has qualified for tax exemption, must comply substantially with the terms of the Trust, and the Employer contributions to and for such Trust Fund must not be used in any manner which would adversely affect a tax qualification of the Fund and the interest of the employees in its objectives.

All the provisions for this Fund shall cover all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who hereafter become signatory to this Agreement, and the members of any other association of contractors who by agreement are obligated to make contributions to the Fund heretofore established.

The provisions of the Trust Agreement, Rules of Eligibility and Regulations created by the Trustees for the administration of the Fund, are a part of this Agreement and incorporated herein by reference as if fully rewritten, and binding upon the parties thereto and the beneficiaries.

Notwithstanding any other provisions of this Labor Agreement, any Employer obligated to contribute to the Fund, and who fails to do so, and becomes delinquent under the regulations established by the Trustees for receipt of contributions, and after the appropriate Local Union or Unions have given written notice to the Employer of such delinquency, the Local Union or Unions, as the case may be, shall have the right to

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direct the covered employees to withhold their labor until the contributions which are owing are paid in full. In addition, the Union or Unions involved and/or the Trustees of the Fund retain the right to take any legal or other appropriate action as may be deemed necessary to collect delinquent payments.

**39.** Upon notice by the Trustees of the Fringe Benefit Funds to the Labor Relations Division of the Ohio Contractors Association and to the Union that an Employer is delinquent in making fringe benefit payments, the delinquent Employer will be required to post cash bond in the amount determined by the Trustees.

The Union shall be required to withhold its services from such delinquent Employer until arrangements are made to pay the delinquencies and the cash bond is posted by the delinquent Employer.

**40.** In no event shall the foregoing provisions relating to fringe benefits be subject to, or suitable for grievance and arbitration under Article XV of this Agreement.

**41.** The Employer must obtain an insurance payment bond (IPB), from a company that is "best" rated A, financial category 7 or better, payable to the Ohio Operating Engineers Fringe Benefit Programs as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event that the Employer becomes delinquent in its payments and defaults thereon. In lieu of a surety bond, an Employer may substitute an equivalent cash bond which will be escrowed to guarantee payment of fringes. If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union shall withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly basis.

The Employer shall obtain said insurance payment bond or cash bond in amounts set forth below:

|         |                     |             |
|---------|---------------------|-------------|
| 1-10    | Operating Engineers | \$50,000.00 |
| 11-20   | Operating Engineers | 75,000.00   |
| 21-50   | Operating Engineers | 100,000.00  |
| Over 50 | Operating Engineers | 125,000.00  |

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## **ARTICLE VI**

### **WEEKLY PAY EQUIPMENT**

**42.** In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis:

Asphalt Plants  
Boiler Operators or Compressors, when mounted on a rig  
Concrete Plants (over 4-yds. capacity)  
Cranes (all types, except boom trucks)  
Derricks  
Draglines  
Dredges (dipper, clam or suction)  
Firemen on Floating Equipment  
Floating Equipment (work on the Great Lakes or its commercial navigable tributaries shall be performed pursuant to the Great Lakes Floating Agreement and not under this Agreement)  
Gradalls  
Hoes (except when attached to farm or industrial-type tractors or CAT 320 Hoe or equivalent and below)  
Maintenance Operators (Class A)  
Master Mechanics  
Mining Machines  
Oilers/Helpers, Firemen, Apprentice/Helper and Signalmen, when members of a crew  
Piledriving Machines  
Power Shovels  
Rotary Drills on Caisson Work  
Slip-form Pavers  
Survey Instrument Men  
Survey Party Chiefs  
Survey Rodmen or Chainmen (May 1 to November 1)  
Tower Derricks  
Tug Boats  
Tunnel Machines  
Wheel Excavators

**43.** In the counties of Cuyahoga, Lake, Ashtabula, Geauga, Medina, Lorain and Erie, classifications not listed above as weekly pay classifications shall be employed on a day-pay basis. In all other counties covered by this Agreement, the classifications not listed above as weekly pay classifications

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shall be employed as provided for under the hourly rate and reporting pay provisions listed herein.

**44.** Employees employed on a weekly pay basis, starting jobs after Monday, shall be paid for the remaining number of days in the work week. Weekly-pay employees reporting for work on Saturday, Sunday or holidays shall receive eight (8) hours straight time for reporting if no work is performed, and they are not required to remain on the job; if they start to work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at starting time and, except as noted above, remain on the job for the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

However, when an employee working on equipment with a weekly-pay guarantee and work with his/her equipment is completed on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the work on the project the first three (3) days of the week. The Employer will notify the Union District Representative prior to the application of this provision.

**45.** When a machine having a forty (40) hour guarantee is laid up and the workmen are laid off and paid off, that machine cannot be started back to productive work unless it is laid up for one (1) week (seven days) without calling back the employees which had manned the machine, and they shall be paid for the time they have been off unless mutual agreement is reached between the Employer and the Union District Representative to permit employees to work on the weekly-guarantee equipment during the seven (7) day "lay-up" period without penalty.

**46.** In order to be eligible for the weekly-pay, weekly-pay employees have the right and they must accept transfer with their weekly-pay equipment to another project within the same district of Local 18.

**47.** Crews will be eligible for straight-time weekly pay when their equipment is transferred out of their District up to the day the equipment is shutdown, otherwise, paragraph 44 prevails. They need not go with their equipment out of the District in which they were originally employed to be eligible for the weekly pay.

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**48.** Employees who are working for an Employer in other than their local residence area thereby necessitating them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid off because of lack of work.

**49.** At the end of a work shift, employees employed in day pay classifications will be notified as to the day to report for work if the Employer determines that the employee should not report to work the next scheduled day, otherwise any other notice of the change of a work schedule shall be made by calling the employee at the telephone number designated by the employee for such purpose.

**50.** Employees employed in day pay classifications, unless notified by the Employer not to report to work, shall be paid for eight (8) hours on the day they report for work. Day-pay basis employees reporting for work on Saturday, Sunday or holidays, shall receive eight (8) hours straight time for reporting if no work is performed and they are not required to remain on the job; if they start work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at starting time and, except as noted above, remain on the job the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

**51.** In the balance of the counties in the State of Ohio and in the counties of Boone, Campbell, Kenton and Pendleton in Kentucky, workmen employed in classifications other than weekly pay, unless notified by the Employer not to report to work shall receive two (2) hours pay for reporting to work and the employee is required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the employer releases the employee prior to the end of the first hour; if such Operator does not start to work, he/she shall receive his/her two (2) hours reporting time; if the employee starts to work, he/she shall receive four (4) hours pay; if the employee works over four (4) hours, he/she shall receive eight (8) hours pay; for inclement weather only it will be 2, 4, 6 and 8.

For employees reporting to work on Saturday, Sunday or holidays, all conditions in this paragraph will apply. Time worked will be paid for at the rate provided in accordance with Article

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**VII. They must report to work at starting time to be entitled to reporting pay.**

Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement.

**52.** All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.

**53.** On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. The Union Office should be advised of this condition to avoid any misunderstanding. The Union District Representative and the Employer may mutually agree to extend to two (2) days the employment of a crew on a day-pay basis.

## **ARTICLE VII**

### **HOURS OF WORK AND OVERTIME**

**54.** The week shall begin on Monday A.M. and shall end on Friday P.M. Starting time will be set by the week.

**55.** The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours except as provided herein. Time and one-half the regular rate shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater.

**55a.** An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employee will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification, to work a four-ten hour schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten hour work schedule must be by the week.

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**55b.** In addition to the above: It is agreed that when time is lost by a crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown, or by direction of the project owner, this time may be made up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis. Weekly pay employees, in order to be eligible for eight (8) hours' pay that day, must be available to perform work for the Employer.

**55c.** The provisions of Paragraph 61 apply herein.

**55d.** Pay day will be on the last scheduled work day but not later than Friday.

**56.** Time and one-half the employee's regular rate of pay shall be paid for all work performed on Saturday.

**57.** All work performed by an employee on Sunday, New Year's Day, Memorial Day, (last Monday in the month of May), Independence Day, Labor Day, Thanksgiving Day and Christmas, shall be paid at two (2) times the regular rate. There shall be no work required on Labor Day except in special cases of emergency. Holidays shall be of twenty-four (24) hours duration and no employee on a weekly basis of pay shall lose time because of holidays and when required to work on holidays, he/she shall be paid double time.

**58.** Whenever a holiday falls on Sunday, such holiday shall be observed on Monday.

**59a.** Certain government projects are contractually restricted to weekend hours only. These projects are defined as weekend projects beginning at 6:00 P.M. Friday to 6:00 A.M. Monday. Employees working on these weekend projects, as defined above, will be paid time and one-quarter (1-1/4) of the established classification rate for all hours worked on the weekend project.

This provision is limited to weekend projects only, as defined above, and does not apply to any employee who has worked any hours Monday 6:00 A.M. to Friday 6:00 P.M. These employees shall receive the applicable premium or overtime rates set forth in this Agreement for all work performed during the above defined weekend hours.

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**59b.** Where project owners establish specifications, requirements, or for safety reasons that limit the days or hours in which work may be performed, the Employer, after advance notice to the Union, may start the work week after 6:00 P.M. on Sunday at straight time rates. In applying this schedule, Sunday P.M. will be considered Monday, the following Friday will be considered Saturday (paid at 1-1/2 X rate) and Saturday will be considered Sunday (paid at 2 X rate). All premium pay provisions will apply for the sixth and seventh day as to Saturday and Sunday respectively.

**60.** No Employee shall be required to work alone during the hours of darkness when performing maintenance work or operating equipment. This provision shall not apply to Employees servicing and starting equipment one (1) hour prior to the start of a shift, including Lubemen, Fuelmen, and Greasemen.

**61.** When operators of equipment are complementing other trades, they shall be compensated on the same premium overtime conditions as the trade they are complementing. To be eligible for the benefits on complementing another trade, an Operator must be required to perform a specific operation which is directly related to the work which the other trade is performing.

**62.** When Steam Boilers, Power Driven Heaters or Pumps and other such equipment are used on a continuous seven (7) day, twenty-four (24) hour per day operation, the Employer, at his/her discretion, can avoid overtime by working four (4) shifts, each shift to work six (6) hours on a seven (7) day basis. Employees working this shift arrangement shall be employed for forty-two (42) hours on a seven (7) day basis and shall receive forty (40) hours pay at straight time and two (2) hours at double time provisions.

This provision for avoiding overtime can only be used if the equipment is to be continuously operated for more than thirty (30) days. In the event the Employer cannot furnish thirty (30) days of employment after commencing work under this paragraph, it is agreed that when the employees are laid off, the Employer will pay retroactive overtime to such laid off employees from the start of this operation in accordance with other overtime provisions of this Agreement.

OOE 000090

**63.** Booms, including jib 150 feet through 180 feet in length, shall receive twenty-five cents (\$.25) per hour in addition to the established crane rate.

Booms, including jib over 180 feet in length, shall receive fifty cents (\$.50) per hour in addition to the established crane rate.

Tower cranes, the height of the boom point from the first floor level of the project, will be used to determine when the long boom crane rate will apply.

**64.** Where compressors, generators or boilers are mounted on crane-type equipment (Piggyback Operation), two (2) Operating Engineers will be employed at the crane rate or any escalated rate in effect. They shall also be employed under the weekly guarantee.

Where compressors up to 600 CFM are operated and exclusively used to power attachments, such as the hoe ram and other similar pieces of equipment, the compressor will be considered and manned as a Piggyback Operation, even though the compressor is located adjacent to the machine or crane and not mounted directly on the machine. The Oiler operating the compressor is paid the Class A rate for the day.

## **ARTICLE VIII**

### **CREWS AND GENERAL PROVISIONS**

**65.** In all of the counties within the jurisdiction of this Agreement, crews (meaning an Operating Engineer and an Apprentice/Helper, or Signaller on gas or diesel machines, or an Operating Engineer and Fireman on steam machines) shall be employed on all truck cranes, power shovels, cranes, rotary drill on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, piledriving machines and hoes, standard gauge locomotives and bucket trench machines (over 24" wide).

**66.** Truck cranes, lattice boom, thirty (30) ton capacity and under; hydraulic truck cranes and all terrain cranes, fifty (50) tons or less and under remote control; an oiler is not required. If a second person is needed in conjunction with the operation of this equipment, then the second person will be an Operating Engineer.

OOE 000091

**67a.** Apprentice/Helpers are required on hoes, excavators, and front hydraulic shovels having a base operating weight in excess of 105,000 pounds and Apprentice/Helpers shall be required on cable crawler cranes over 80 ton structural capacity, defined as: The factory specified total maximum counter-weight with a PCSA rating not to exceed 36,400 pounds, based on 50' of boom at 40' radius, with the single line pull not exceeding 17,000 pounds. Anything outside any of the aforementioned limits determines the crane as requiring an Apprentice/Helper. All factory certifications and the computer system will be available for inspection at any time by the Union or their designee. An Apprentice/Helper or other Operating Engineer is required on self-erecting cranes (as defined by the manufacturer) while being erected and dismantled. On remote control gradall, Apprentice/Helpers shall be at the discretion of the Employer.

**67b.** Apprentice/Helpers, while assigned to track hoes, cranes and other equipment, will perform the following work on the project as additional duty:

- Cover small equipment (i.e. pumps, generators, compressors, etc.)
- Act as signal person
- Safety-fire watch
- Practice operating in a learning environment in the vicinity
- Help with survey duties on project
- Help mechanic, lube trucks, fuel
- Practice operating rough terrain forklift, front loader, rubber tire hoe, loader in vicinity of primary duty
- Replace other Operators who may be absent on project
- Run parts or materials as necessary
- Safety enforcement
- Productive activity on job site to facilitate job completion when it does not interfere with progress of primary machine, providing this does not interfere with another Operating Engineer's workday

**68.** Employees requiring relief, for sickness or other causes, must notify his/her immediate supervisor before leaving the job.

OOE 000092

**69.** Employer agrees to carry Ohio State Workers' Compensation, or other liability insurance for the protection of all the employees covered by this Agreement.

**70.** At the direction of the Employer's representative on the job, Operating Engineers shall be allowed proper time for necessary repairs and upkeep. There must be suitable shelter around equipment.

**71.** On projects where at least eight (8) Operators are employed, the Employer, during the months of November 1 through April 30, will furnish a heated shelter where employees may change clothes.

**72.** Sanitary drinking water and toilet facilities will be available on the project in compliance with the provisions of the Ohio State Code.

**73.** The Employer agrees, upon the termination of any employee covered by this Agreement, to furnish such employee so released with a termination slip at the time of release, showing reason for said release. (Union will provide uniform numbered slips in duplicate; original for employee, duplicate for Employer's file.)

**74.** Employees shall be paid once a week on the payday established by the Employer. Pay checks and the following information will be given to employees:

- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) It is agreed that all pay checks will show the deductions and also total fringe benefit payments.

If the employee is not scheduled to work on payday, the Employer shall mail the check to the employee's home postmarked not later than 5:00 P.M. on payday, unless the employee requests the Employer to hold his/her check to allow the employee to get his/her check at the project office or the Employer's office. Employees reporting to the project or office to pick up paychecks will not be eligible for reporting pay. When an Operating Engineer is laid off, he/she will be paid off at that time. Any employee discharged for just cause will receive their pay check by the end of the next pay period. In case of lay-off and a check cannot be issued at the job, the Employer will overnight the pay-

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off check so it is received the following business day at the address provided by the Employee.

**75.** When it is necessary for equipment to be operated, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work and if an Apprentice/Helper is required, the Apprentice/Helper who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic or Steward will be notified, when possible, of such emergency requirements.

**76.** The furnishing of a truck by a Mechanic shall not be a condition of employment. If an Employer is requesting a Mechanic, from the Union, the Employer may require the new Mechanic to furnish a truck. If a Mechanic is required to furnish a truck, compensation will be negotiated between the Mechanic and the Employer.

**77.** Equipment operator employees shall be required to carry sufficient tools to make minor repairs and adjustments in order to meet manufacturers daily maintenance requirements on the equipment they operate. This excludes diagnostic and electronic equipment.

**78.** An Operating Engineer shall be assigned to all work performed in connection with the installation, fueling, starting and stopping, repair, maintenance and operation of the below listed small equipment:

Compressors of 185 CFM or less (not discharging into a common header)

Heaters

Welding machines of 300 amp or less

Gas or diesel driven pumps 4" and under (or one 6" pump)

Generators of 15 KW or less

Conveyors 18" belt or less

**79.** A combination, up to five (5) pieces, of the above equipment shall when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

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In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an Operating Engineer at the Class "E" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

**80.** An Operating Engineer shall be assigned to all work performed in connection with the installation, maintenance, repair and the starting and stopping of electric submersible pumps. Necessary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty. No full-time Operator is required.

**81a.** Work in the servicing and maintaining of self-contained mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew, or Oiler.

**81b.** When an Oiler/Helper is assigned as the primary operator to a fuel/grease combo vehicle which requires specialized CDL endorsement, he/she will receive a \$3.00 per hour premium over the Class "E" rate (see pages 53 & 63).

## **ARTICLE IX**

### **UNION ADMINISTRATIVE DUES AND DEDUCTIONS**

**82.** Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individual signed authorizations.

**83.** Credit Union savings will only be agreed to if all deductions are the same for all employees and the Union is responsible for getting the voluntary authorization.

**84.** All money collected by the Employer as provided herein shall be remitted to the Fringe Benefit Office not later than the fifteenth (15th) day of the month following the month in which deductions were made. The Union accepts full responsibility for the disposition of the funds so deducted once they have been remitted to the Fringe Benefit Office.

**85.** The Union agrees to hold the Company harmless for any liability under said deductions.

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## **ARTICLE X**

### **ASSOCIATION DUES**

**86a.** Each Employer bound by this Agreement shall pay the Contractors Construction Association dues of fourteen cents (\$.14) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments by check shall be made payable to the Contractors Construction Association. Such checks shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. Reporting forms for the Contractors Construction Association dues will be provided by the Ohio Contractors Association.

**86b. Administrator Fee:** Each Employer bound by this Agreement who is not an OCA member shall pay an administration fee of five cents (\$.05) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments shall be transmitted with the fringe payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

**87.** Each Employer bound by this Agreement shall pay the Ohio Construction Information Association Fund five cents (\$.05) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month in which the work was performed.

**88.** The Union shall have no participation or control of any kind or degree whatsoever, nor shall the Union be connected in any way whatsoever with the Contractors Construction Association dues and the Ohio Construction Information Association Fund.

**89.** The Employers will hold the Union harmless from any liabilities arising out of the terms of Paragraph 86a through and inclusive of Paragraph 88.

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## **ARTICLE XI**

### **TERM OF AGREEMENT**

**90.** THIS AGREEMENT shall be effective as of May 1, 2004 and shall continue in force and effect through April 30, 2007 and thereafter, from year to year until terminated at the option of either party after sixty (60) days notice in writing to the other party.

## **ARTICLE XII**

### **SHIFT WORK**

**91.** For purposes of overtime pay for multiple-shift operations, a work day shall be determined by starting time of the shift.

**92.** More than one (1) shift may be worked in any twenty-four (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer provided, however, that more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period. Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift.

When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2) hours work with eight (8) hours pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay shall constitute the third shift.

## **ARTICLE XIII**

### **REGISTERED APPRENTICES OR TRAINEES**

**93.** Registered Apprentice or Trainee Engineers shall work under proper supervision of the Operating Engineer and under instruction of the Local Union. The Employer shall give ample opportunity for them to operate equipment under the supervision of the Operating Engineers whenever time and opportunity avails itself.

**94.** Registered Apprentice or Trainee Engineers employed on Operating Engineer's work shall receive the proper apprenticeship rate herein set for such work.

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**95.** Work of the Firemen, Oilers/Helpers and Signalmen shall include the getting up steam and greasing up, filling gas tanks and making the machines and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Oiler/Helper, or Signaller is required to make gas and diesel machines ready to operate before the regular starting time, such Oiler/Helper or Signaller shall be paid one-half (1/2) hour's pay at time and one-half (1-1/2) rate. If, at the discretion of the Employer, a Fireman is required to get up steam, grease steam machine and make same ready to operate before the regular starting time, then such Fireman shall be paid one (1) hour's pay at time and one-half (1-1/2) rate.

**96.** Oilers, Signalmen, Grease Truck Operators and Helpers, when requested to work the regular lunch period, will eat their lunch prior to or after the regular lunch period, in order to be able to oil, grease and repair machines during the regular lunch period, at no extra pay.

**97.** For every five (5) Operating Engineer Journeymen employed by the Company, there may be employed one (1) Registered Apprentice or Trainee Engineer through the referral when they are available.

## **ARTICLE XIV**

### **ENFORCEMENT MEASURES AND FAVORABLE RATE PROVISIONS**

**98.** It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement, as it relates to the Operating Engineers.

**99.** When an Employer hires an Owner-Operator with one (1) machine and the Owner-Operator himself operates such single machine, the Owner-Operator will be placed on the Employer's payroll. In the event the above mentioned machine requires two (2) people, both people shall be placed on the Employer's payroll. However, when an Owner-Operator has two (2) or more machines operating on the same job, the Owner-Operator shall then be considered a subcontractor and therefore come under the Subcontractor Clause.

**100.** The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly re-

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lieved after giving ample notice of his/her intention to quit to the Employer.

**101.** The Union shall not transfer a Union person from one Employer to another without the consent of the Employer and the Union person involved.

**102.** All employees of the Employer shall be allowed time to vote on Election Day as required by law.

**103.** No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. Nor shall it be considered a violation of the "no strike" clause, if the Union recognizes the aforestated legal picket line.

**104.** If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates than those contained herein, the Union agrees that such more favorable wage rates shall automatically be extended to the Employer.

**105.** There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party can request a meeting with the other party to be held within fifteen (15) days of notification to the other party.

**106.** When an Employer rents or leases equipment manned from an Employer in signed relations with this Union, the engineer or crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's employment by the lessee shall terminate upon the termination of the lessee or rental of the equipment, or any replacement thereof, whichever is later.

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## **ARTICLE XV**

### **NO STRIKE—NO LOCKOUT—ARBITRATION AND DISPUTES**

**107.** The company shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at, or around the company's office or work locations during the term of this Agreement.

**108.** Should a dispute arise among any of the parties, (Employee, Company, Association and/or Union) to this Agreement as to its meaning, intent or the application of its terms, the dispute will be settled in accordance with the following grievance procedure:

**Step 1.** The aggrieved employee shall first take up his/her grievance orally with the Employer's Supervisor or Representative. He/she may, if he/she so desires, have his/her Steward appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3) working days of the occurrence, or discovery of the grievance, but in no event will the grievance be honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

**Step 2.** In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days after STEP 1 meeting, dated and signed along with the Contract Article affected and submit the grievance to the District Business Representative and he/she and the Business Representative shall meet with the Employer's Representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then

**Step 2a.** The grievance may be considered by a designated representative of the Union and the Labor Relations Director of the Ohio Contractors Association, who shall have the authority to mutually agree upon a final and binding settlement of the grievance. If Step 2a. is not utilized, or if no settlement can be reached in Step 2a. within five (5) days from the date the grievance is referred, then:

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**Step 3.** The grievance may be referred to the State Joint Committee consisting of six (6) members, three (3) to be appointed by the Labor Relations Division of the Ohio Contractors Association and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the State Joint Committee, by majority vote (5 members or more), resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this agreement. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of its position and the Committee shall dispose of the case on the basis of such evidence. If no settlement is reached at this STEP within fifteen (15) working days from the date the grievance is referred, then

**Step 4.** The grievance shall then be referred to an Arbitrator selected by the Committee referred to in STEP 3. If the parties cannot agree on an Arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of Arbitrators from which the Arbitrator shall be selected by the alternate striking of names.

**109.** The expenses and fees of the Arbitrator shall be shared equally by the parties. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties hereto.

## **ARTICLE XVI**

### **DETERMINATION OF JURISDICTIONAL DISPUTES**

**110.** Both parties to this Agreement agree to be bound by the terms and provisions of the Agreement creating the Impartial Disputes Board. In particular, both parties agree to be bound by the provision of the Agreement which states: Any decision or interpretation of the Impartial Disputes Board shall immediately be accepted and complied with by all parties signatory to this Agreement.

The parties hereto agree that in the event of a jurisdictional dispute with any other union, or unions, the dispute

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shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accord with the Plan adopted by the Building Trades Department, AFL-CIO.

The parties here further agree that they will be bound by any decision or award of the Disputes Board. There shall be no stoppage of work or slowdown arising out of any such dispute. No jurisdictional work stoppages and no jurisdictional picket lines shall be recognized.

**111.** This article of the contract will go into effect when the Impartial Disputes Board re-establishes.

## **ARTICLE XVII**

### **I-9**

**112.** The Union and the Employers during the terms of this Agreement agree to use their best efforts to establish a master file of I-9 employment eligibility verification forms on all members. This file will be maintained at the Union office and be available for the Employers' use.

## **ARTICLE XVIII**

### **SAVINGS AND SEPARABILITY**

**113.** It is mutually agreed that if any clause, terms or provisions of this Agreement is, or is hereafter found to be illegal, or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, such clause, terms or provisions shall be, or become inoperative of any effect without disturbing other clauses, terms or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect.

**114.** In the event that any clause, term or provision of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, said clause, terms or provisions shall be re-negotiated to the mutual satisfaction of the parties, but during such re-negotiation work shall not be interrupted or stopped by lockout, strikes, boycotts or other labor troubles.

**115.** Except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Company

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reserves and retains, solely and exclusively, all of its inherent rights to manage its business.

**116.** Exhibits A, B, C and D attached hereto are made a part of this Agreement.

**117.** THIS AGREEMENT shall be effective as of May 1, 2004 and shall remain in force and in accordance with the terms of ARTICLE XI hereof. Wage rates and fringe payments shall be effective as designated herein.

IN WITNESS WHEREOF, WE, the undersigned, duly authorized Employer Representatives and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO), executed this Agreement on the 1st day of May, 2004.

I.U.O.E. LOCAL 18 AND ITS BRANCHES (AFL-CIO)  
S/PATRICK L. SINK  
Business Manager

S/KENNETH M. TRIPLETT  
President

S/FLOYD S. JEFFRIES  
Vice President

S/CHARLES W. SCHERER  
Recording-Corresponding  
Secretary

S/LARRY G. REYNOLDS  
Financial Secretary

S/PREMO P. PANZARELLO  
Treasurer

S/CHARLES LAFASO, JR.

S/RICHARD E. DALTON

S/GERALD W. HALL

THE LABOR RELATIONS  
DIVISION of the OHIO  
CONTRACTORS  
ASSOCIATION

S/MARK STERLING  
S/DAN SMITH  
Negotiating Committee  
Co-Chairmen

S/MARK STERLING  
Labor Executive  
Committee Chairman

S/MARK POTNICK  
Director, OCA Labor  
Relations

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**EXHIBIT "A"****WAGE CLASSIFICATIONS AND RATES OF PAY****SCHEDULE I**

Covering the counties of Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Medina, Portage and Summit, rates and fringes shall be effective as shown below:

|                 | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$27.63  | \$28.73* | \$29.83* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

**CLASSIFICATION: MASTER MECHANIC**

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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**CLASS A**

|                 | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$27.38  | \$28.48* | \$29.58* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

**CLASSIFICATION:**

Air Compressors on Steel Erection  
 Asphalt plant Engineers (Cleveland District Only)  
 Barrier Moving Machines  
 Boiler Operators, Compressors or Generators,  
 when mounted on a rig  
 Cableways  
 Combination Concrete Mixers & Towers  
 Concrete Plants (over 4 yds. capacity)  
 Concrete Pumps  
 Cranes (all types, including Boom Trucks, Cherry  
 Pickers) \*See paragraph 63

Cranes—Compact; track or rubber over 4,000  
 pounds capacity  
 Cranes—Self Erecting; stationary, track or truck  
 (all configurations)  
 Derricks  
 Draglines  
 Dredges (dipper, clam or suction)  
 Elevating Graders or Euclid Loaders  
 Floating Equipment (all types)  
 Gradalls  
 Helicopter Crew (Operator-Hoist or Winch)  
 Hoes (all types) OOE 000105

(continued on next page)

Hoisting Engines  
Hoisting Engines, on shaft or tunnel work  
Horizontal Directional Drill (over 500,000 ft. lbs.  
thrust)  
Hydraulic Gantry (lifting system)  
Industrial-type Tractors  
Jet Engine Dryer (D8 or D9) Diesel Tractors  
Locomotives (standard gauge)  
Maintenance Operators (Class A)  
Mixers, paving (single or double drum)  
Mucking Machines  
Multiple Scrapers  
Piledriving Machines (all types)  
Power Shovels  
Prentice Loader

Quad 9 (double pusher)  
Rail Tamper (with auto lifting & aligning device)  
Refrigerating Machines (freezer operation)  
Rotary Drills, on caisson work  
Rough Terrain Fork Lift with winch/hoist  
Side Booms  
Slip-Form Pavers  
Survey Crew Party Chiefs  
Tower Derricks  
Tree Shredders  
Trench Machines (over 24" wide)  
Truck Mounted Concrete Pumps  
Tug Boats  
Tunnel Machines and/or Mining Machines  
Wheel Excavators

| CLASS B         | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$27.28  | \$28.38* | \$29.48* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

#### CLASSIFICATION:

|  |   |
|--|---|
| Asphalt Pavers   | Lighting and Traffic Signal Installation Equipment                |
| Automatic Subgrade Machines, self-propelled (CMI-type)                           | (includes all groups or classifications)                          |
| Bobcat-type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs. | Maintenance Operators, Class B (Portage and Summit Counties only) |
| Boring Machine Operators (more than 48")   | Material Transfer Equipment (shuttle buggy) Asphalt               |
| Bulldozers   | Pettibone-Rail Equipment  |
| Endloaders   | Power Graders   |
| Hydro Milling Machine  | Power Scrapers  |
| Kolman-Loaders (production type-dirt)  | Push Cats   |
| Lead Greasemen   | Rotomills (all), Grinders and Planers of all types                |
|  | Trench Machines (24" wide and under)                              |
|  | Vermeer-type Concrete Saw   |

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**CLASS C**

|                 | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$26.24  | \$27.34* | \$28.44* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

**CLASSIFICATION:****50****A-Frames**

Air Compressors on tunnel work (low pressure)  
 Asphalt plant Engineers (Portage and Summit Counties only)  
 Bobcat-type and/or Skid Steer Loader with or without attachments  
 Highway Drills (all types)  
 Locomotives (narrow gauge)  
 Material Hoist/Elevators  
 Mixers, concrete (more than one bag capacity)  
 Mixers, one bag capacity (side loader)

Power Boilers (over 15 lbs. pressure)  
 Pump Operators, installing and operating well-points  
 Pumps (4" and over discharge)  
 Railroad Tie Insertor/Remover  
 Rollers, asphalt  
 Rotovator (lime-soil stabilizer)  
 Switch and Tie Tampers (without lifting and aligning device)  
 Utility Operators (small equipment)  
 Welding Machines

**OOE 000108**

| CLASS D         | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$25.02  | \$26.12* | \$27.22* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

#### CLASSIFICATION:

Backfillers  
 Ballast Re-Locator  
 Bars, Joint and Mesh Installing Machines  
 Batch Plants  
 Boring Machine Operators (48" or less)  
 Bull Floats  
 Burlap and Curing Machines  
 Concrete Plants (capacity 4 yds. and under)

Concrete Saws (multiple)  
 Conveyors (highway)  
 Crushers  
 Deckhands  
 Farm-type Tractors, with attachments (highway)  
 Finishing Machines

*(continued on next page)*

OOE 000109

Firemen, Floating Equipment (all types)  
Fork Lifts (highway), except masonry  
Form Trenchers  
Hydro-Hammers  
Hydro-Seeders  
Pavement Breakers  
Plant Mixers  
Post Drivers  
Post Hole Diggers (power auger)  
Power Brush Burners

Power Form Handling Equipment  
Road Widening Trenchers  
Rollers (brick, grade, macadam)  
Self-propelled Power Spreaders  
Self-propelled Power Subgraders  
Steam Firemen  
Survey Instrumentmen  
Tractors, pulling sheepfoot roller or grader  
Vibratory Compactors, with integral power

| CLASS E         | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$19.73  | \$20.83* | \$21.93* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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#### CLASSIFICATION:

|   |                              |
|---|------------------------------|
| Compressors (portable, sewer, heavy and highway)            | Oilers/Helpers               |
| Cranes—Compact; track or rubber under 4,000 pounds capacity | Power Driven Heaters         |
| Drum Firemen (asphalt plant)                                | Power Sweepers and Scrubbers |
| Fueling and Greasing +\$3.00 (see paragraph 81b)            | Pumps (under 4" discharge)   |
| Generators  | Signalmen                    |
| Inboard-Outboard Motor Boat Launches                        | Survey Rodmen or Chainmen    |
| Masonry Fork Lifts  | Tire Repairmen               |
| Oil Heaters (asphalt plant)                                 | VAC/ALLS                     |

OOE 000111

## **APPRENTICESHIP SCHEDULE**

**First Year Registered Apprentice**

**50% of Class "A" Rate**

**Second Year Registered Apprentice**

**60% of Class "A" Rate**

**Third Year Registered Apprentice**

**70% of Class "A" Rate**

**Fourth Year Registered Apprentice**

**80% of Class "A" Rate**

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

## **REGISTERED TRAINEE SCHEDULE**

**First Year Registered Trainee**

**60% of Bulldozer Rate**

**Second Year Registered Trainee**

**60% of Bulldozer Rate**

**Third Year Registered Trainee**

**75% of Bulldozer Rate**

**Fourth Year Registered Trainee**

**90% of Bulldozer Rate**

## **SURVEY CREW TRAINEE SCHEDULE**

**First Year Rodmen and Chainmen**

**70% of classification rate**

**First Year Instrumentman Trainee Rate**

**50 cents less than Instrumentman classification**

OOE 000112

## **FIELD MECHANIC TRAINEE SCHEDULE**

|             |                       |
|-------------|-----------------------|
| First Year  | 50% of Class "B" rate |
| Second Year | 60% of Class "B" rate |
| Third Year  | 70% of Class "B" rate |
| Fourth Year | 80% of Class "B" rate |

Only those individuals who have obtained a two (2) year Associates Degree, from an accredited school, will be accepted into this program. If the Mechanic Trainee is required to have a CDL license, he/she will be paid a 10% incentive above the percentages listed above. After successful completion of the fourth year, the Mechanic will be paid at the appropriate Class "B" or Class "A" rate.

## **SPECIAL RATES**

For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "Industrial and Building Site work, Power Plant, Amusement Park, Athletic Stadium Site Work, and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work", the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).

OOE 000113

**SCHEDULE II**

Covering the counties of Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood and Wyandot in the State of Ohio, and including Boone, Campbell, Kenton and Pendleton Counties in Kentucky, rates and fringes shall be effective as shown below:

|                 | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$26.14  | \$27.24* | \$28.34* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

CLASSIFICATION: MASTER MECHANIC

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

OOE 000114

**CLASS A**

|                 | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$25.89  | \$26.99* | \$28.09* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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**CLASSIFICATION:**

Air Compressors, on steel erection  
 Barrier Moving Machines  
 Boiler Operators, on compressors or generators,  
   when mounted on a rig  
 Cableways  
 Combination Concrete Mixers & Towers  
 Concrete Plants (over 4 yds. capacity)  
 Concrete Pumps  
 Cranes (all types, including Boom Trucks,  
   Cherry Pickers) \*See paragraph 63

Cranes—Compact; track or rubber over 4,000  
   pounds capacity  
 Cranes—Self Erecting; stationary, track or truck  
   (all configurations)  
 Derricks  
 Draglines  
 Dredges (dipper, clam or suction)  
 Elevating Graders or Euclid Loaders

OOE0000115 on next page)

Floating Equipment (all types)  
Gradalls  
Helicopter Crew (Operator-Hoist or Winch)  
Hoes (all types)  
Hoisting Engines, on shaft or tunnel work  
Horizontal Directional Drill (over 500,000 ft. lbs.  
thrust)  
Hydraulic Gantry (lifting system)  
Industrial-type Tractors  
Jet Engine Dryers (D8 or D9) Diesel Tractors  
Locomotives (standard gauge)  
Maintenance Operators (Class A)  
Mixer, Paving (single or double drum)  
Mucking Machines  
Multiple Scrapers  
Piledriving Machines (all types)  
Power Shovels

Prentice Loader  
Quad 9 (double pusher)  
Rail Tamper (with auto lifting & aligning device)  
Refrigerating Machines (freezer operation)  
Rotary Drills, on caisson work  
Rough Terrain Fork Lift with winch/hoist  
Side Booms  
Slip-Form Pavers  
Survey Crew Party Chiefs  
Tower Derricks  
Tree Shredders  
Trench Machines (over 24" wide)  
Truck Mounted Concrete Pumps  
Tug Boats  
Tunnel Machines and/or Mining Machines  
Wheel Excavators

**CLASS B**

|                 | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$25.77  | \$26.87* | \$27.97* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

**CLASSIFICATION:**

|   |  |
|---|--|
| Asphalt Pavers  | (includes all groups or classifications)           |
| Automatic Subgrade Machines, self-propelled<br>(CMI-Type)                           | Maintenance Operators, Class B                     |
| Bobcat-type and/or Skid Steer Loader with hoe<br>attachment greater than 7,000 lbs. | (Portage and Summit counties only)                 |
| Boring Machine Operators (more than 48")  | Material Transfer Equipment                        |
| Bulldozers  | (shuttle buggy) Asphalt                            |
| Endloaders  | Pettibone-Rail Equipment                           |
| Hydro Milling Machine   | Power Graders                                      |
| Kolman Loaders (production type-dirt)   | Power Scrapers                                     |
| Lead Greasemen  | Push Cats  |
| Lighting and Traffic Signal Installation Equipment                                  | Rotomills (all), Grinders and Planers of all types |
|   | Trench Machines (24" wide & under)                 |
|   | Vermeer-type Concrete Saw                          |

| CLASS C         | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$24.73  | \$25.83* | \$26.93* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

#### CLASSIFICATION:

|  |  |
|--|--|
| A-Frames   | Pump Operators, installing and operating well-points     |
| Air Compressors, on tunnel work (low pressure)                   | Pumps (4" and over discharge)                            |
| Asphalt Plant Engineers  | Railroad Tie Insertor/Remover                            |
| Bobcat-type and/or Skid Steer Loader with or without attachments | Rollers, asphalt   |
| Highway Drills (all types)                                       | Rotovator (lime-soil stabilizer)                         |
| Locomotives (narrow gauge)                                       | Switch & Tie Tampers (without lifting & aligning device) |
| Material Hoist/Elevators   | Utility Operators (small equipment)                      |
| Mixers, concrete (more than one bag capacity)                    | Welding Machines   |
| Mixers, one bag capacity (side loader)                           |  |
| Power Boilers (over 15 lbs. pressure)                            |  |

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| CLASS D         | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$23.55  | \$24.65* | \$25.75* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

#### CLASSIFICATION:

|   |   |
|---|---|
| Backfillers                               | Concrete Saws (multiple)  |
| Ballast Re-Locator                        | Conveyors (highway)   |
| Bars, joint & Mesh Installing Machines    | Crushers  |
| Batch Plants                              | Deckhands   |
| Boring Machine Operators (48" or less)    | Farm-type Tractors, with attachments (highway),<br>except masonry |
| Bull Floats                               | Finishing Machines  |
| Burlap & Curing Machines                  | Firemen, Floating Equipment (all types)                           |
| Concrete Plants (capacity 4 yds. & under) |   |

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on next page)

Fork Lifts (highway)  
Form Trenchers  
Hydro Hammers  
Hydro Seeders  
Pavement Breakers  
Plant Mixers  
Post Drivers  
Post Hole Diggers (power auger)  
Power Brush Burners  
Power Form Handling Equipment

Road Widening Trenchers  
Rollers (brick, grade, macadam)  
Self-propelled Power Spreaders  
Self-propelled Power Subgraders  
Steam Firemen  
Survey Instrumentmen  
Tractors, pulling sheepfoot roller or grader  
Vibratory Compactors, with integral power

| CLASS E         | 5/1/2004 | 5/1/2005 | 5/1/2006 |
|-----------------|----------|----------|----------|
| H & W           | \$18.09  | \$19.19* | \$20.29* |
| Pension         | 5.11     | 5.11     | 5.11     |
| Apprenticeship  | 3.00     | 3.00     | 3.00     |
| E & S           | .45      | .45      | .45      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

### CLASSIFICATION:

|   |                              |
|---|------------------------------|
| Compressors (portable, sewer, heavy and highway)            | Oilers/Helpers               |
| Cranes—Compact; track or rubber under 4,000 pounds capacity | Power Driven Heaters         |
| Drum Firemen (asphalt)                                      | Power Sweepers and Scrubbers |
| Fueling and Greasing +\$3.00 (see paragraph 81b)            | Pumps (under 4" discharge)   |
| Generators  | Signalmen                    |
| Inboard-Outboard Motor Boat Launches                        | Survey Rodmen or Chainmen    |
| Masonry Fork Lifts  | Tire Repairmen               |
| Oil Heaters (asphalt plant)                                 | VAC/ALLS                     |

OOE 000121

## **APPRENTICESHIP SCHEDULE**

**First Year Registered Apprentice**

**50% of Class "A" Rate**

**Second Year Registered Apprentice**

**60% of Class "A" Rate**

**Third Year Registered Apprentice**

**70% of Class "A" Rate**

**Fourth Year Registered Apprentice**

**80% of Class "A" Rate**

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

## **REGISTERED TRAINEE SCHEDULE**

**First Year Registered Trainee**

**60% of Bulldozer Rate**

**Second Year Registered Trainee**

**60% of Bulldozer Rate**

**Third Year Registered Trainee**

**75% of Bulldozer Rate**

**Fourth Year Registered Trainee**

**90% of Bulldozer Rate**

## **SURVEY CREW TRAINEE SCHEDULE**

**First Year Rodmen and Chainmen**

**70% of classification rate**

**First Year Instrumentman Trainee Rate**

**Fifty cents (\$.50) less than Instrumentman classification**

## **FIELD MECHANIC TRAINEE SCHEDULE**

**First Year 50% of Class "B" rate**

**Second Year 60% of Class "B" rate**

**Third Year 70% of Class "B" rate**

**Fourth Year 80% of Class "B" rate**

Only those individuals who have obtained a two (2) year Associates Degree, from an accredited school, will be accepted into this program. If the Mechanic Trainee is required to

OOE 000122

have a CDL license, he/she will be paid a 10% incentive above the percentages listed above. After successful completion of the fourth year, the Mechanic will be paid at the appropriate Class "B" or Class "A" rate.

## **SPECIAL RATES**

For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "Industrial and Building Site Work, Power Plant, Amusement Park, Athletic Stadium Site Work and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work," the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).

## **EXHIBIT "B"**

### **AFFIRMATIVE ACTION PROGRAM**

1. Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion or national origin.

2. The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment; upgrading; demotion or transfer; recruitment and recruitment advertising; lay-off or termination; rate of pay and selection for all types of training.

3. In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

OOE 000123

### **A. APPRENTICESHIP**

The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers Apprenticeship Program:

1. Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies and state employment offices.

2. Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.

3. Notify all interested agencies and parties thirty (30) days prior to the period for taking applications; and making such interested agency or parties aware of the nature of all tests in order to facilitate a proper pre-test educational effort.

4. Provide application forms for apprenticeship and adequate instruction for properly preparing same upon request, during recruitment period at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.

5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation and mechanical skills suitable for the craft of Operating Engineer.

6. May have the test administered by an agency other than the Operating Engineers Apprenticeship Program and uniformly and numerically graded.

7. Interview sufficient applicants personally by teams consisting of one representative of Management and one of the Union who shall independently grade each applicant individually and then average the scores.

8. When an applicant fails to achieve acceptance, the Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.

OOE 000124

9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a Participating Employer, the Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures as well as the operation and maintenance of the same and teach him/her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.

10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:

A. Having management supervision on the job make every effort to assist and encourage minority group apprentices and to welcome such individuals to the job;

B. Have each apprentice and pre-apprentice trainee assigned to a Journeyperson Operating Engineer for help and assistance, and

C. Have Union officers inform the membership of the importance of making welcome all minority groups into the Union, and

D. The education, training requirements and disciplines of registered apprentices shall be governed by the Apprenticeship Joint Apprenticeship and Training Committee and Standards.

## **B. JOURNEYPEPERSONS**

1. The parties will undertake a joint training program to assure equal opportunity to all journeypersons who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.

2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the

OOE 000125

reasons for such determination shall be noted in writing and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.

3. Each member of the Local will be advised of this Agreement and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program by any Contractor shall be accepted in lieu of that portion of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

The parties shall from the date of this Agreement, when required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

OOE 000126

## **EXHIBIT "C"**

### **SURVEY CREW PROVISIONS**

The following provisions for Survey Crews are additions or amendments to the Master Agreement:

#### **1. UNION SECURITY**

Provisions of Article II, Paragraphs 8 and 9 of the Field Agreement shall apply to all employees except to Party Chiefs as provided below.

#### **PARTY CHIEFS**

Subject to the provisions and limitations of the National Labor Relations Act, as amended:

A. All Party Chiefs who are members of Local 18 or its branches of the International Union of Operating Engineers on the effective date of this Agreement, or who have been members of Local 18 or its branches within the past twelve (12) months shall become and remain members of Local 18 in good standing as a condition of employment.

B. Any bargaining unit employee promoted to or who becomes a Party Chief subsequent to the effective date of this Agreement shall remain a member in good standing of Local 18.

C. Any Party Chief hired subsequent to the effective date of this Agreement shall become and remain a member in good standing of Local 18, on or after the eighth (8th) day following the beginning of his/her employment as a Party Chief.

D. Licensed Surveyors, Registered Engineers, or Employees with Associate Degree in Surveying from an accredited school, may be excluded from the provisions covering wages, hours and conditions of employment contained in the Agreement.

E. It is agreed a letter was given to the Labor Relations Division of the Ohio Contractors Association, by Local 18 and its branches of the International Union of Operating Engineers, making provisions for special coverage for Party Chief wage payment including fringes for contractors who have, prior to the date of this Agreement, included such Party Chiefs on management payroll.

OOE 000127

## **2. HIRING AND LAYOFF PROCEDURES**

A. The Employer shall be required to hire through the Union referral the Instrumentman, Rodman and Chainman, except if the Union has no registered applicant who has one (1) year or more experience as an Instrumentman, Rodman or Chainman. If the Union cannot furnish an Instrumentman, Rodman or Chainman, then the Employer may employ such persons directly. When the Union is unable to furnish through the referral applicants with at least one (1) year's experience, the Employer may employ Trainees and pay at the rate listed in Exhibit A Wage Classifications and Rates of Pay.

B. The Employer will notify the Union District Office of all new employees hired outside of the referral on the date the employee starts to work. The Union shall furnish to the Employer individual employment record forms and the Employer will require all newly hired employees to fill out such forms. The Employer shall mail such employment record forms to the appropriate Union District Office within three (3) days of the hiring of the new employee.

C. Providing the employment is in accordance with the Agreement, the Union shall, at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees.

D. The size of the Field Survey Crew will be determined by the Employer.

E. When an Employer has need for a Survey Crew, the crew shall be hired in the order of: Party Chief, then Instrumentman, Chainman and Rodman, if qualified.

F. Layoffs shall normally be made in the reverse order of hiring, except it is understood an Employer who employs more than one (1) Survey Crew may transfer his more skilled personnel to another Crew without regard to classification and retain his more skilled personnel during layoff; i.e., a Party Chief or Instrumentman may be retained as a Rodman or Chainman on a Crew other than the Crew in which they had worked during the year.

OOE 000128

G. The Rodman and Chainman will be on weekly-pay guarantee May 1 through November 1 only. November 1 through April 30 the Rodman and Chainman will be on either the hourly-pay or day-pay guarantee.

## **EXHIBIT "D"**

### **PERMANENT SHOP PROVISIONS**

The following provisions for employment of Permanent Shop employees by the Employer are additions or amendments to the Master Agreement.

#### **1. Work Scope**

The Agreement shall cover all maintenance work performed in the Employer's home base Permanent Shop, but shall not cover employees working as clerks or supervisors. Full-time Parts Countermen shall be included in this bargaining unit.

To qualify as a Permanent Shop for purposes of this Agreement, any Employer may qualify his operation as "permanent" by evidence of employing full-time Mechanics, Welders, Parts Men, Janitors or any combination thereof on an annual basis at a specific geographical location.

It is agreed that the provisions of Article XII, Paragraph 92, Page 39 of the Master Agreement, shall be incorporated into and applied to multiple shift operations at all Permanent Shop locations.

#### **2. Hiring Procedure**

A. The Employer may hire employees in a manner determined by the Employer. However, the Employer may call the Union for employees and the Union will use its best efforts to supply qualified employees when requested to do so. Newly hired employees will be required to complete a questionnaire furnished to the Employer by the Union, and the Employer shall mail within three (3) days of hire a copy of the questionnaire to the appropriate Union District Office.

B. Yearly review: The Employer shall conduct a merit review of its Employees in the Permanent Shop no less than annually. If the annual review is not conducted, and after the request of the Employee, the Employer shall conduct such review within sixty days or the Employee shall automatically

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progress to the next class. The Employer shall advise the Employee, at the meeting called for that purpose, of the Employee's progression within the company. The Employee may, at his/her option, invite a union business representative to be present during the interview.

C. If an employee is laid-off he/she shall have recall rights for up to one (1) year after initial lay-off, provided he/she has the experience and qualifications as determined by the Employer to do the job.

### **3. Union Security**

All present employees who have been with the company for sixty (60) days or longer who are not members of the Local Union shall become and remain members in good standing of any one of said Locals as a condition of employment, on and after the eighth (8th) day following the effective date of this sub-section. Any employee with less than sixty (60) days service with the company at the date of this Agreement, or any employee hired after the effective date of this Agreement shall become and remain a member in good standing with any of the said Local Unions as a condition of employment on or after the sixtieth (60th) day following the date of hire.

### **4. Vacancies**

Employer may fill vacancies by promotion.

### **5. Transfers**

## **TRANSFER OF SHOP MECHANICS TO FIELD**

Permanent Shop Mechanics may not transfer to field operations except on a temporary basis as follows:

A. The Employer must notify the Union of the duration of said transfer.

B. The Shop Mechanic must work in conjunction with the Field Mechanic on all overtime work.

C. The Shop Mechanic who is working in the field on a temporary basis shall receive the greater of the field rate or the Permanent Shop rate.

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D. When an Employee is requested to go to work outside of the home base Permanent Shop, the Employee shall be paid for time spent in traveling at his/her regular home base Permanent Shop rate or overtime rate as the situation requires.

E. If an Employee is dispatched from his/her home to a job, any travel time after one hour shall be compensated by the Employer.

### **TRANSFER OF FIELD PERSONNEL TO SHOP**

Any Field Mechanic who works in the shop on a temporary basis (winter months, November 1 through May 1), will be paid the appropriate shop wage rate, but fringes shall be paid on the basis of the Master Agreement.

#### **6. Overtime Provisions**

Eight (8) hours of work shall constitute a normal day's work and forty (40) hours shall constitute a week's work. Employees shall work overtime hours when requested to do so by the Employer and they shall receive time and one-half (1-1/2) for any hours worked in excess of eight (8) hours per day, or forty (40) hours in any one week, whichever is greater, but not both.

An Employer may, however, have the option of working a four-ten hour schedule at straight-time rates (Monday through Thursday). No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive, in addition to wages and fringes for hours worked in a four-ten schedule, an additional ten (10) hours wages and fringes at straight-time rates for the holiday, except when the holiday falls on Friday, in which case the employee will receive eight (8) hours wages and fringes for the holiday. If the Employer elects, upon notification to work a four-ten hour week schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten schedule must be by the week. No Friday make-up day is allowed.

An employee shall be paid time and one-half (1-1/2) for work performed on Saturday except if an employee is

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absent through the work week for unapproved reasons, in which case the employee will be paid only on the basis of overtime over eight (8) or over forty (40) hours per week, whichever is greater. An employee may be required to show proof of illness by securing a doctor's statement.

Double time the regular rate shall be paid for all work performed on Sunday and holidays listed in this Agreement.

#### **7. 40 Hour Guarantee**

Workmen employed under the terms of this Agreement commencing work on Monday shall be guaranteed forty (40) hours work for that week. Employees starting on Tuesday, thirty-two (32) hours; Wednesday, twenty-four (24) hours, etc. Any employee to receive the weekly guarantee must report for work each day at starting time and remain on the job for the time requested by the Employer.

#### **8. Health and Welfare Payments**

Employers will pay Health and Welfare payments as outlined under terms of the Master Agreement and as also outlined in EXHIBIT "D" wage scale.

#### **9. Pension**

Shop employees who presently are having pension payments made to the Ohio Operating Engineers Pension Program will continue to have such payments made by their Employer.

It is agreed the Employer shall make appropriate payments to the Central Pension Fund of the Operating Engineers for each hour paid to any shop Employee.

#### **10. Apprenticeship**

No Apprenticeship fringe payments are required for shop employees except as specified herein.

#### **11. Education and Safety Fund**

Employers are required to pay to the Education and Safety Fund as outlined under the terms of the Master Agreement to be effective on the date of ratification of the Shop Agreement.

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## **12. Paid Holidays**

It is agreed employees with the company shall be eligible for eight (8) hours pay at their regular rate for the following holidays;

New Year's Day  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

providing the following eligibility rules are met:

1. The employee has sixty (60) calendar days of home base Permanent Shop employment with the Company.

2. The holiday is celebrated on a work day, Monday through Friday. (Holidays falling on Sunday normally are observed on Monday.)

3. Employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday except it is understood that if the holiday falls during an employee's vacation period, he/she shall be paid for the holiday.

It is understood that holiday pay shall not be counted as hours worked for purposes of overtime pay.

All work performed on one of the holidays listed herein shall be paid at the rate of double time.

## **13. Vacation Pay**

An employee who has at least one (1) year continuous service, but less than two (2) years service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to one (1) week vacation with pay for the year. One (1) weeks pay shall be for forty (40) hours at the employee's regular rate of pay at time of his/her vacation.

An employee who has at least two (2) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to two (2) weeks vacation with pay for the year. Two (2) weeks pay shall be eighty (80) hours at the employee's regular rate of pay at time of his/her vacation.

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An employee who has at least ten (10) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to three (3) weeks vacation with pay for the year. Three (3) weeks pay shall be 120 hours at the employee's regular rate of pay at time of his/her vacation.

One (1) year continuous service shall be defined as ten (10) months employment within a twelve (12) month period.

Employees who have had at least one (1) year of continuous service as defined above, and whose employment is terminated for any reason shall be paid for all vacation earned but not received on a 1/12 pro rata basis for each full month of employment during the year. An Employee who leaves the employ of the Employer by voluntary resignation shall be eligible for unearned vacation pay only if thirty (30) days advance notice is given.

Vacation schedules shall be determined by the Employer and must necessarily be dependent upon operating conditions. Effort will be made, however, to schedule vacations during a period convenient to Employees. Employees may state their first, second and third choices of time they wish to take their vacation.

#### **14. Insurance for Employees' Tools**

Shop Mechanics shall use their own tools to the extent customary in the trade and as outlined in provisions of the Master Agreement. The Employer shall replace or repair any tools that are (1) stolen in a proven theft when the tools are on Employer property, or (2) broken when performing work under this Agreement, provided the Shop Mechanic complies with the conditions of this paragraph. All Shop Mechanics shall provide the Employer with an up-to-date tool inventory list to their supervisor. This list shall be reviewed and subject to

OOE 000134

approval by the supervisor of the Shop Mechanic. If a tool is not listed on this list, it shall not be eligible for repair or replacement. The Employer will provide direct replacement for the tools, or the toolbox caster, on the tool inventory list from those vendors that the Employer deals with on a regularly scheduled basis. Should the vendors that regularly supply the Employer be unable to supply a like-quality tool, or the Shop Mechanic chooses not to change brand names, then that Shop Mechanic may purchase or replace the tool on his/her own and be reimbursed upon submission of proof of purchase to the Employer. Tools and/or toolboxes which are stolen, destroyed by fire or by acts of God on the conduct of the Employer's authorized business or from locked authorized vehicles, as evidenced by proof of loss in a police report shall be replaced by the Employer on a twenty-four (24) hour basis unless the Shop Mechanic decides to utilize another source than the regularly scheduled vendors of the Employer.

#### **15. Wage Rates**

Wage Zone 1 shall include the counties of Cuyahoga, Lake, Geauga, Summit and Portage.

Wage Zone 2 shall include all remaining counties of Ohio except Mahoning, Trumbull and Columbiana, and shall include counties of Boone, Campbell, Pendleton and Kenton in Kentucky.

Any present employee working under this Agreement shall not suffer a reduction in rate classification and shall receive any wage increase negotiated added to their existing rate.

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**EXHIBIT "D" Permanent Shop Provisions****Wage Schedule**

Following are wage zones, rates and classifications which are effective on dates shown:

|                                  | <b>ZONE I</b>         |                 |                 |
|----------------------------------|-----------------------|-----------------|-----------------|
|                                  | <b>PERMANENT SHOP</b> |                 |                 |
|                                  | <b>5/1/2004</b>       | <b>5/1/2005</b> | <b>5/1/2006</b> |
| <b>Shop Maintenance Engineer</b> |                       |                 |                 |
| Class A                          | \$19.39               | \$20.49*        | \$21.59*        |
| Class B                          | 18.68                 | 19.78*          | 20.88*          |
| Class C                          | 17.96                 | 19.06*          | 20.16*          |
| Class D                          | 16.69                 | 17.79*          | 18.89*          |
| Class E                          | 15.40                 | 16.50*          | 17.60*          |
| Class F                          | 14.15                 | 15.25*          | 16.35*          |
| Class G                          | 12.84                 | 13.94*          | 15.04*          |
| Class H                          | 11.53                 | 12.63*          | 13.73*          |
| Class I                          | 10.24                 | 11.34*          | 12.44*          |
| Class J                          | 9.16                  | 10.26*          | 11.36*          |
| Parts Counter Man                | 12.47                 | 13.57*          | 14.67*          |
| Janitor                          | 9.42                  | 10.52*          | 11.62*          |
| H & W                            | \$5.11                | \$5.11          | \$5.11          |
| Pension                          | 2.10                  | 2.10            | 2.10            |
| E & S                            | .04                   | .04             | .04             |
| Contractor Dues                  | .14                   | .14             | .14             |
| OCIA Fund                        | .05                   | .05             | .05             |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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| ZONE II<br>PERMANENT SHOP |          |          |          |
|---------------------------|----------|----------|----------|
|                           | 5/1/2004 | 5/1/2005 | 5/1/2006 |
| Shop Maintenance Engineer |          |          |          |
| Class A                   | \$19.12  | \$20.22* | \$21.32* |
| Class B                   | 18.37    | 19.47*   | 20.57*   |
| Class C                   | 17.68    | 18.78*   | 19.88*   |
| Class D                   | 16.46    | 17.56*   | 18.66*   |
| Class E                   | 15.13    | 16.23*   | 17.33*   |
| Class F                   | 13.84    | 14.94*   | 16.04*   |
| Class G                   | 12.52    | 13.62*   | 14.72*   |
| Class H                   | 11.23    | 12.33*   | 13.43*   |
| Class I                   | 9.90     | 11.00*   | 12.10*   |
| Class J                   | 8.88     | 9.98*    | 11.08*   |
| Parts Counter Man         | 12.17    | 13.27*   | 14.37*   |
| Janitor                   | 9.11     | 10.21*   | 11.31*   |
| H & W                     | \$5.11   | \$5.11   | \$5.11   |
| Pension                   | 2.10     | 2.10     | 2.10     |
| E & S                     | .04      | .04      | .04      |
| Contractors Dues          | .14      | .14      | .14      |
| OCIA Fund                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

OOE 000137

OOE 000138

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

\_\_\_\_\_  
Name of Employer (Printed)

\_\_\_\_\_  
Employer Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code & Telephone

\_\_\_\_\_  
Authorized Employer Representative (Signature) (Date)

\_\_\_\_\_  
Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

\_\_\_\_\_  
District Representative (Signature)

CONTRACTORS COPY

OOE 000139  
(USE NO CARBON)

OOE 000140

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

\_\_\_\_\_  
Name of Employer (Printed)

\_\_\_\_\_  
Employer Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Area Code & Telephone

\_\_\_\_\_  
Authorized Employer Representative (Signature) (Date)

\_\_\_\_\_  
Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

\_\_\_\_\_  
District Representative (Signature)

HEADQUARTERS COPY

OOE 000141  
(USE NO CARBON)

OOE 000142

## **ACCEPTANCE OF AGREEMENT**

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

---

**Name of Employer (Printed)**

---

**Employer Address**

---

**City**

**State**

**Zip Code**

---

**Area Code & Telephone**

---

**Authorized Employer Representative (Signature)      (Date)**

---

**Authorized Employer Representative (Printed)**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)**

---

**District Representative (Signature)**

**UNION DISTRICT COPY**

**OOE 000143  
(USE NO CARBON)**

OOE 000144

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

---

Name of Employer (Printed)

---

Employer Address

---

City

State

Zip Code

---

Area Code & Telephone

---

Authorized Employer Representative (Signature) (Date)

---

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

---

District Representative (Signature)

FRINGE OFFICE COPY

OOE 000145  
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OOE 000146



OOE 000147

# OHIO HIGHWAY HEAVY AGREEMENT

Effective  
May 1, 2007 through April 30, 2010

Between

THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)



AND

THE LABOR RELATIONS DIVISION  
OF THE  
OHIO CONTRACTORS ASSOCIATION



OOE 000148

EXHIBIT

A

Part 2

tabbles

## **EMPLOYERS**

### **THE LABOR RELATIONS DIVISION OHIO CONTRACTORS ASSOCIATION**

**1313 Dublin Road  
Columbus, Ohio 43215  
Telephone: (614) 488-0724  
FAX: (614) 488-0728**

**Website:  
[www.ohiocontractors.org](http://www.ohiocontractors.org)**

**Mark Potnick  
Director, Labor Relations**

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## **DIRECTORY**

### **OFFICERS**

#### **Local 18 and its Branches**

**Headquarters Office  
3515 Prospect Avenue  
Cleveland, Ohio 44115  
216-432-3138  
FAX: 216-432-0370**

**Patrick L. Sink  
Business Manager**

**Kenneth M. Triplett  
President**

**Floyd S. Jeffries  
Vice President**

**Charles W. Scherer  
Recording-Corresponding Secretary**

**Steve D. DeLong  
Financial Secretary**

**Premo P. Panzarello  
Treasurer**

## **DISTRICT NO. 1**

Covering the following counties in Ohio:

|           |        |       |        |
|-----------|--------|-------|--------|
| Ashtabula | Erie   | Huron | Lorain |
| Cuyahoga  | Geauga | Lake  | Medina |

District Representatives  
Steve D. DeLong

Jeffrey Milum  
Donald Taggart

Steven Mayor  
Ken McGlashan

3515 Prospect Avenue, Cleveland, Ohio 44115

Office: 216-432-3131

FAX: 216-432-3135

## **DISTRICT NO. 2**

Covering the following counties in Ohio:

|          |        |          |          |
|----------|--------|----------|----------|
| Allen    | Hardin | Paulding | Van Wert |
| Defiance | Henry  | Putnam   | Williams |
| Fulton   | Lucas  | Sandusky | Wood     |
| Hancock  | Ottawa | Seneca   |          |

District Representatives  
Steve Heckler

Gary Siesel  
Douglas Leidy

Andrew Myers  
Joy Facey

2412 South Reynolds Road, Toledo, Ohio 43614

Office: 419-865-0221

FAX: 419-865-0601

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V

### **DISTRICT NO. 3**

Covering the following counties in Ohio:

|           |         |           |          |
|-----------|---------|-----------|----------|
| Crawford  | Hocking | Marion    | Perry    |
| Delaware  | Knox    | Morrow    | Pickaway |
| Fairfield | Licking | Muskingum | Union    |
| Franklin  |         |           | Wyandot  |

District Representatives

Gregory Kingsbury

Tommy Thompson

John Branstool

Timothy Hammock

David Hurd

Mark Totman, Legislative Director

1188 Dublin Road, Columbus, Ohio 43215

Office: 614-486-5281

FAX: 614-486-7258

### **DISTRICT NO. 4**

Covering the following counties in Ohio:

|           |         |         |            |
|-----------|---------|---------|------------|
| Auglaize  | Clinton | Logan   | Montgomery |
| Butler    | Darke   | Madison | Preble     |
| Champaign | Fayette | Mercer  | Shelby     |
| Clark     | Greene  | Miami   | Warren     |

District Representatives

Richard Dalton

Louis Monnin

Stanley Brubaker

6051 N. Dixie Drive, Dayton, Ohio 45414

Office: 937-890-5914

FAX: 937-890-5180

OOE 000155

## **DISTRICT NO. 5**

Covering the following counties in Ohio:

|          |          |           |         |
|----------|----------|-----------|---------|
| Adams    | Gallia*  | Lawrence* | Ross*   |
| Athens*  | Hamilton | Meigs*    | Scioto* |
| Brown    | Highland | Morgan*   | Vinton* |
| Clermont | Jackson* | Pike*     |         |

Covering the following counties in Kentucky:

|       |          |        |           |
|-------|----------|--------|-----------|
| Boone | Campbell | Kenton | Pendleton |
|-------|----------|--------|-----------|

District Representatives

Gary Marsh

James Gentile

Jefferson Powell

9730 Reading Road (Cincinnati) Evendale, Ohio 45215

Office: 513-733-5575

FAX: 513-733-4672

\*Counties served through District No. 3, Columbus Office

Office: 614-486-5281

FAX: 614-486-7258

## **DISTRICT NO. 6**

Covering the following counties in Ohio:

|           |           |          |            |
|-----------|-----------|----------|------------|
| Ashland   | Harrison  | Noble    | Summit     |
| Belmont   | Holmes    | Portage  | Tuscarawas |
| Carroll   | Jefferson | Richland | Washington |
| Coshocton | Monroe    | Stark    | Wayne      |
| Guernsey  |           |          |            |

District Representatives

Steve DiLoreto

Floyd Jeffries

Thomas James

Joseph Lucas

William Larrick

1707 Triplett Boulevard, Akron, Ohio 44306

Office: 330-784-5461

FAX: 330-784-8827

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**LOCAL 18S**  
**STATIONARY ENGINEERS**

**Representatives**

**Charles Scherer**      **Scott Peters**  
**James Kumse**      **Thomas Ridenbaugh**

**3515 Prospect Avenue**  
**Room 206**  
**Cleveland, Ohio 44115**  
**Office: 216-432-2668**  
**FAX: 216-432-0796**

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## **AGREEMENT**

**Between**

### **THE LABOR RELATIONS DIVISION OF THE OHIO CONTRACTORS ASSOCIATION**

**(LRD/OCA) which may be referred to  
hereinafter as the "ASSOCIATION"**

**and**

**THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 18 and its Branches (AFL-CIO)  
referred to hereinafter as the "UNION"**

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein through their authorized agents.

It is understood that the LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION is not liable hereunder, as it is acting only as negotiating representative for its subscribing members. The Association certifies that it is authorized to represent its members in the execution of this Agreement and agrees to furnish the Union with a list of all members subscribing thereto. The Labor Relations Division of the Association will certify to the Union Employers who affiliate subsequent to the date of this Agreement, and such Labor Relations Division members shall be covered and bound by the terms of this Agreement. The Union may request a meeting with such new member and the OCA/LRD Representative, and such meeting will be held within five (5) days of the request.

NOW, THEREFORE, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

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## **ARTICLE I**

### **GEOGRAPHICAL AND INDUSTRIAL SCOPE OF AGREEMENT**

1. The provisions of this Agreement shall govern the employment of and conditions under which employees shall work and rates of pay they shall receive on work as defined herein for all counties of the State of Ohio, except Columbiana, Mahoning and Trumbull, and including Boone, Campbell, Kenton and Pendleton counties in Kentucky.

### **SCOPE**

2. The word "work" when used herein means "Highway Construction, Airport Construction, Heavy Construction, Railroad Construction, Sewer, Waterworks and Utility Construction, Hazardous Waste Site Remediation, Industrial and Building Site, Power Plant, Amusement Park, Athletic Stadium Site and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction" as hereinafter defined within the jurisdiction.

A. "Highway Construction" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails and fences, but shall not include construction of buildings.

B. "Airport Construction" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking lots and similar work incidental to the construction of airfields, but shall not include the construction of buildings.

C. "Heavy Construction" work is defined as including, but not limited to, excavation for underground garages, grade separations, foundations, abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, pedestrian tunnels, water development projects, hydroelectric development, utility transmission lines, including right-of-way clearing, demolition of buildings on a highway right-of-way,

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locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors and all municipal and utility construction, except construction classified as building construction, and including hazardous waste site remediation work.

D. "Railroad Construction" work is defined as new construction including grading, drainage, placing of rails, crossties, ballast and the construction of bridges and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

E. "Sewer, Waterworks and Utility Construction" work is defined as including construction of all storm sewers, sanitary sewers, supplying of all storm sewers, sanitary sewers, supplying and distributing waterlines, gaslines, telephone and television conduit, underground electrical lines and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

F. "Industrial and Building Site" work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level, but shall not include the actual excavation for the buildings for foundations and footers on the construction of buildings.

G. "Power Plant, Amusement Park, Athletic Stadium Site" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers in construction of the buildings.

H. "Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction" work is defined as all

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work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control processes.

I. Any work under F, G and H above, the Employer shall pay a rate determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

## **ARTICLE II**

### **PROVISIONS AND LIMITATIONS**

3. All members of the Labor Relations Division of the Ohio Contractors Association, and any person, firm or corporation who as an Employer becomes signatory to this Agreement, shall be bound by all terms and conditions of this Agreement as well as any future amendments which may be negotiated by the Labor Relations Division of the Ohio Contractors Association and the Union, and furthermore, shall be bound to make Health and Welfare payments, Pension payments, Apprenticeship Fund and Safety and Educational Fund payments required under Article V for all work performed within the work jurisdiction outlined in Article I of this Agreement, or any other payment established by the appropriate Agreement.

4. The Employer will employ Operating Engineers for the erection, operation, assembly and disassembly, and maintenance and repair of the following construction equipment, regardless of motive power: Air Compressors, Backfillers, Batch Plants, Boilers, Cableways, Connection Machines, Derricks, Finishing Machines, Truck-Crawler and Locomotive Cranes, Concrete Mixing Plants, Shovels, Hoes, Keystone Graders, Paving Mixers, Piledriving Machines, Tractors, Le Tourneau and other types of Scoops, End Loaders and all like equipment within the jurisdiction assigned to the Union by the American Federation of Labor.

Maintenance Engineers shall be employed to do all pipefitting in connection with hoisting and portable equipment. Maintenance Engineers shall install well-point systems and shall be employed to do all burning and welding in preparing and maintaining of all equipment operated by members of this Union.

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Establishment of, and transferring of, all original lines and grades, elevations and exact locations of excavations, fills, sub-grades, foundations, walls, piling, concrete, etc., and/or including all linear and angular measurements appertaining to the work scope outlined in the Highway Heavy Agreement, shall be performed exclusively by Field Survey Crews. This also pertains to the use of Geodimeter, or any other device that electronically measures (shoots) distance, shall be the work of the Operating Engineers (only applies to in-house crew). The Union recognizes that surveying instruments are used by supervisors and supervisory personnel and will agree to this practice and custom.

The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned him by the AFL-CIO, will be respected and all operating engineer work will be performed by an Operating Engineer.

5. Providing the employment is in accordance with the terms of the Agreement, the Union shall at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees to operate, maintain and repair equipment.

6. Upon the request of either party a Pre-Job Conference will be held at least five (5) days prior to commencing work and the Union may request and receive the Pre-Job Conference with the Employer on an individual basis. In case of an emergency start of a construction job, the Pre-Job Conference will be held as soon as possible after the commencing of work. When an Employer is awarded a contract of \$500,000 or more, the Employer will notify the Union at the time it is awarded such job. Following are the items which will be discussed at the Pre-Job Conference:

A. The Employer will advise the Union Representative of the Employer's requirements of necessary employees in the classifications of work under this Agreement and the Union will determine and advise the Employer of the ability of the Union to fulfill such requirements when requested.

B. Work schedules.

C. Questions of jurisdiction and assignment of work.

D. The Employer agrees that wherever possible at such

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Pre-Job Conference, they will notify the Union having jurisdiction over the project of any subcontracts let by the Employer, the names of the subcontractors and the nature of the work to be performed by the subcontractors. The Union may request a subcontractor to meet with the Union, and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original Pre-Job Conference for the project.

E. Before the start of any project containing known hazardous waste materials, there will be a Pre-Job Conference held. The Employer must notify the Union five (5) days prior to starting work on the project. Failure to do so, the Union has the right to withhold its service until such time a Pre-Job Conference is held.

It is understood and agreed that no agreement may be made at the Pre-Job Conference which will effect change, modify or abrogate the Labor Agreement in effect between the two parties hereto.

7. The Employer recognizes and acknowledges that Local 18 and its Branches of the International Union of Operating Engineers is the sole representative of all employees in the classifications of all work under their jurisdiction covered by this Agreement for the purposes of collective bargaining.

The Union likewise recognizes the Labor Relations Division of the Ohio Contractors Association as the sole bargaining agent for its members for work as defined herein for the geographical area and scope of work outlined.

8. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Local Unions above stated on the effective date of this sub-section shall remain members of the Local Unions in good standing as a condition of employment.

9. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of any one of said Locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section, or following the beginning of their employment, whichever is later.

10. The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may dis-

charge any employee whose work is unsatisfactory, or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety and protection of its employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XV, Paragraphs 107 through 109. Intoxication and/or assault committed on the job site shall be cause for immediate discharge.

**11.** The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools, or labor-saving devices.

It is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible.

It is agreed that a fair day's work shall be given for a fair day's pay.

**12.** The Employer may shift during a work day an Operating Engineer from one piece of hourly and day rate of pay equipment to another hourly or day rate of pay piece of equipment, without limitation from same job site providing the shifting does not interfere with another Operating Engineer's work day. This condition also pertains to weekly pay equipment. However, there shall not be any intermixing with weekly pay equipment to hourly or day rate of pay equipment. The Operating Engineer will be paid the higher rate for that day in all cases.

**13.** If the Employer assigns any piece of equipment to someone other than the Operating Engineer, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wages and fringe benefits from the first day of violation.

**14.** The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes, and other such duties as may have to be performed, provided the activities do not interfere with the progress of the job.

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**15.** The Union may, when it believes it necessary, appoint a Steward on each shift on a project and a Union Representative will, when making such an appointment, notify the Employer.

On a large project the Union and the Employer may mutually agree to more than one (1) Steward per shift. The Steward shall perform full-time work for the Employer and shall be subject to the same rules, rights and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, slowdown of work or perform any other action which would be in violation of this Agreement.

Each new employee shall report to the job superintendent before starting work and, if there has been a Steward appointed for that particular project, the new employee shall report to the Steward by the end of the lunch hour of the first day's work.

The Steward shall be allowed sufficient time during working hours to perform all normal Steward duties, and it is understood that a Steward will not act under the grievance procedure outlined herein. The Steward shall notify the Union District Representative of grievances.

The Steward shall not have job priority and will be laid off in the same manner as any other employee upon completion of his/her particular job assignment. The Employer will give twenty-four (24) hours notice to the Union prior to the layoff of the Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

**16.** The Union and the Employer agree to make every effort to establish the wage rates in this Agreement as the prevailing wage rates for Highway Heavy construction for all public works contracts in the State of Ohio for the area designated herein, and both parties will present this Agreement to the Davis-Bacon Section, United States Department of Labor, and the Ohio Department of Industrial Relations as prevailing rates.

**17.** The Union and the Employer will cooperate in the establishment of a safety program.

At the Pre-Job Conference where it is agreed that safety hats shall be required, the wearing of such hats may be made a condition of employment. It shall be the responsibility of the employee to furnish his/her own approved safety hat when not furnished by the Employer.

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It is agreed the Employer will abide by State Safety Code 4121; 1-3 and any federal statutes and will provide all necessary safety equipment as outlined therein. All safety equipment required by the project owner or manager will be at no cost to the employee, except work shoes of any type.

**TRAINING:** The Safety Training Passport 16-Hour Program will be made available to all Union members by the Union at no cost to the Employer. The program will consist of:

Safety Awareness, Fall Protection and Hazard Communication as required by current OSHA regulations.

Operating Engineers dispatched to a project to perform trench excavation work are required to have successfully completed eight (8) hours of trench safety training.

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training.

**HAZMAT PROJECTS:** All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an Operator is required to don a special protective suit and/or a self-contained breathing apparatus at a private, state, federal or other designated toxic/hazardous waste site, the Employer will notify the Union District Office. Reasonable dress-up time and clean-up time will be allowed. The first qualified bargaining unit employee on the job will be designated the steward-safety man, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered "safe zone" area shall be provided. There shall be wash-up facilities on all toxic/hazardous waste sites.

On such projects, it is expressly understood that if the employees' immediate health and safety are in danger, the employee may discontinue operations, without penalty, until satisfactory results are obtained, or until such time as a recognized safety agent shall declare the equipment or operation to be safe. All Operating Engineers' employees shall be advised by the Employer prior to employment as to the nature of the known hazardous waste and possible resultant physical injuries as may be required by applicable law.

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**18. DRUG TESTING:** The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and the Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property, or whose observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impaired the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge. Refusal to take a test or the submission of an adulterated sample shall be determined the same as a positive test result. The employee/member shall follow all requirements outlined in this section.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of

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American Pathology laboratory and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer and the Union. The employee shall be paid his/her regular hourly wages and fringes for the time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio Operating Engineers Health and Welfare Program providing the employee confines himself/herself to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program, he/she shall be removed from the employer's job site; shall be prohibited from registering under Article III of the referral of this contract and shall not be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program, the employee may be restored to his/her original job with the employer. If the employee is not restored to their original job, the employee will be allowed to register for work in the referral by registering a new work referral card. The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the District Representative *monthly certification of negative drug/alcohol test results*. Failure to do so will result in denying the employee the right to maintain his/her referral card in the register and utilize the referral or if working, to be removed from work.

**19. HARASSMENT POLICY:** The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

### **ARTICLE III**

#### **REFERRAL SYSTEM**

**20.** Local 18 and its Branches shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one (1) office of the Union at any

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one time. All applicants will be registered in order of application, provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work. Registrations and re-registrations will be accepted during customary business hours. Applicants shall be classified in priority groups in accordance with the following criteria:

**GROUP A:** All applicants who have worked as Operating Engineers at least 360 days, 90 days or more per year, during the last four (4) years, and have been employed for at least 360 days, 90 days or more per year during the last four (4) years on work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the State of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

**GROUP A PREFERRED:** Must have Group A eligibility.

Group A registrants may voluntarily register in the Group A Preferred, however, registrants in the Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of referral from the Preferred A deck. Preferred A status employees will not be eligible for letter of request by the Employer: Welding Machines, Elevator, Conveyor, Pumps, Compressors, Generators, One Drum Hoist, Mono-Rail Hoist, and Portable Heaters.

(B) It is further understood and agreed that when the Employer employs Operating Engineers not currently in his/her employ for any machines listed in this section, the Employer shall call the referral office servicing his/her job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any Operating Engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

(C) Workmen registering in this Preferred A group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

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**GROUP A RETIREES:** Must have Group A eligibility.

The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary choice.

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction industry source.

Upon retirement the retiree can only register in this group. The Group A Retirees will be referred to jobs only after the Group A classification and the Preferred A classification have been exhausted.

The Group A Retiree will not be eligible for letter of request by the Employer.

**GROUP B:** Same as Group A, except that the employment shall have been at least 270 days, three (3) years of 90 days each. All fourth year Apprentices and Trainees shall be registered in this group.

**GROUP C:** All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the State of Ohio or any county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

**GROUP D:** All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

**GROUP E:** All other applicants and all first year Apprentices and Trainees shall be registered in this group.

**GROUP F:** All applicants who are "temporary employees."

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeymen certification become eligible for Group A. When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinafter defined, and does not notify the Union hall the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

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Any registrant requesting that their work registration card be placed on hold due to sickness or ill health must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness prevents the registered applicant from working as an Operating Engineer. A work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one hundred twenty (120) days. No registration cards will be placed in the hold position for illness less than a thirty (30) day duration. Any refusals of dispatches due to illness for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

**21.** In referring applicants, the following procedure shall be followed:

A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.

C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of such rejection. In the event a registrant is discharged by the employer because of lack of sufficient ability, and he/she does not exercise his/her rights under the referral Board of Review and Arbitration under Paragraph 25, the classification or equipment from which he/she is discharged shall be stricken from his/her referral record and he/she shall not be dispatched to a job in that classification or on that equipment until he/she has:

1. Taken training at his/her training site and has been certified, or

2. Has presented to his/her dispatch office a letter from a previous Employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the Employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of

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equipment in his/her employment.

D. When an applicant is actually employed, he/she shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until he/she has made application to the Board of Review and Arbitration provided for in Paragraph 25 of this Agreement, and shows good cause for his/her failure to give such notice.

E. When an applicant becomes employed, his/her name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one (1) day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fifteen (15) days, (only one (1) fifteen (15) day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, he/she shall be restored to his/her previous position on the register when such employment terminates. Any applicant who quits employment or fails to show up for work assignment at starting time after being dispatched (provided he/she was dispatched the previous day), for whatever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until he/she puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before he/she is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the District office in writing, before any referral, that he/she will not accept employment referrals in certain named counties within the District. If an applicant refuses a job referral for the second consecutive time, he/she shall lose his/her position on the register and go to the bottom of the list for his/her group\*. If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal.

\* Does not apply to the former Ohio or Kentucky Residential and Light Commercial Agreements referred to.

**F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.**

**In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$17.25 and another \$17.25 for each re-registration thereafter, provided that such fee shall not exceed \$17.25 in any consecutive thirty (30) day period and provided that such fee shall not apply to the following:**

**1. Members in good standing of Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and**

**2. Applicants for membership to Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their fees; and**

**3. Members in good standing of the International Union of Operating Engineers who are paying travel dues whose proportionate share of the cost of this referral system is met by the payment of their fees.**

**G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.**

**H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the nearest available training site prior to being assigned a position on the referral list.**

**I. Subject to this referral system employers may hire through this referral policy by name former employees who have resided for at least twenty-four (24) months in the State of Ohio or in any county contiguous thereto, and have been employed by the Employer making the request during the past twenty-four (24) months within the jurisdiction of this Agree-**

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**ment. The Employer must make the request to the appropriate Union District Office and the Employee requested must be registered on the District referral list (Groups A through E).**

**Employers may hire through this referral policy by name individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the District in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request. The request by name must be confirmed later in writing, on the letterhead of the Employer and signed by either the Employer or the superintendent of the project.**

**Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his/her payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union District Office from which the employee is to be transferred.**

**The Union agrees the transfer will be processed in an expedient manner.**

**J. The purpose of the referral system is to provide non-discriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event the referral list is exhausted, and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.**

**Applicants hired by the Employer under this procedure shall be known as "temporary employees", and will be subject to replacements. The Employer will notify the Union District Representatives of the name, union affiliation (if any), date of employment and social security number of such "temporary employee". The Union will maintain a register of all such "temporary employees", and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group F.**

**Such "temporary employee" shall be subject to replace-**

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ment by a qualified registered applicant under the procedure listed herein:

1. The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working, and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.

2. The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the temporary register.

K. When an Employer states requirements for special skills or abilities in his/her request for employee applicants, the Union shall refer the first applicant on the register possessing such skills, or abilities, regardless of the place or classification of such applicant on the register. If a contractor requests or requires that the Operator be a Certified Operator, verification of the Operator's certification is the responsibility of the Employer. If the Employer notifies the Union in writing, within 30 days after the employee's discharge, of an Operator who had been in his/her employment and who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom Local 18 has a contractual relationship without a proper referral by Local 18, shall be discharged by the Employer when it is called to his/her attention.

22. Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or notifying the Union at any of its offices in the territory where the work is to be performed.

23. Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership, policies, or requirements. It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United

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States, the State of Ohio, the Commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

The Union agrees to furnish an Employer, at his request, any statement or data required under any regulations referred to herein.

24. In addition to the above registration groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group is limited to applicants eligible for Group A of this referral and all fourth year Apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants referral out of this Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar week or eight (8) days or less duration in a calendar month on equipment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the referral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month—as a result of the Short Term Job Referral Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as herein described. Employment received as a result of the

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Short Term Job Group referral will not provide eligibility for employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of Group A, Preferred A and Group A Retirees except as modified herein.

25. Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration consisting of one (1) representative of the Union, one (1) representative of the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

26. This statement as to referrals, shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union and all offices of the Employer.

27. An Ohio Contractors Association Labor Relations Division Representative may inspect the referral register at the Union District Office at any time during normal office hours.

28. All officers and business representatives of the Union who have had previous work experience in any one (1) or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, they shall do so with the same preference as if they had continually worked at the trade and shall be eligible upon registration for Group A.

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## **ARTICLE IV**

### **WAGE RATES**

**29.** The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes under the jurisdiction of the International Union of Operating Engineers, Local 18 and its Branches of the International Union of Operating Engineers, and as negotiated by and between Local Union 18 and its Branches of the International Union of Operating Engineers and the Labor Relations Division of the Ohio Contractors Association.

**30.** Exhibit "A" covering wage rates and classifications attached hereto, is made a part of this Agreement.

If equipment within the jurisdiction of the International Union of Operating Engineers is used by an Employer and there is not an appropriate classification listed under the wage schedule herein, either party may request the other party to meet to negotiate a new classification and rate of pay. Such meeting shall be held within five (5) days from the date of the request for the meeting. The new classification shall be placed in Class "B" rate classification, unless the equipment is small non-productive in nature. Such equipment shall be placed in Class "E". If no agreement can be reached on a new rate, the dispute will be referred immediately to Step 4 of the Grievance Procedure outlined in Article XV, Paragraph 108 ; however, the classification will be continued to be paid at the Class "B" or Class "E" rate until final settlement is made.

**31.** The Employer may, at its discretion, designate a person in their employ as a Master Mechanic, and such Master Mechanic shall be answerable to the Employer and paid at the rate established herein. The Master Mechanic so appointed must be a member of Local 18.

**32.** On jobs where Maintenance Operators are to be employed, the first two (2) employed shall be Class A; the third one, if required, may be Class B or Mechanic Trainee. Any further hire of Maintenance Operators shall be two (2) Class A, then a Class B or Mechanic Trainee may be hired. This ratio of two (2) Class A, then a Class B or Mechanic Trainee shall be continued in the hire of all Maintenance Operators as required

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by the project requirements. Mechanics in training, working under these provisions will be compensated according to the schedule provided under the "Field Mechanic Trainee Schedule." (See page 55)

**33.** No supervisory employee shall perform productive work or operate equipment which would deny an Operating Engineer employment.

## **ARTICLE V**

### **FRINGE BENEFIT PROGRAMS**

**34.** The fringe benefit provisions contained herein shall apply to all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who become signatory, or bound by this Agreement, and any other Employer or Employer groups who become a party to an agreement covering the Fringe Benefit Programs set forth herein.

All Employers bound hereby agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Pension Fund, Health and Welfare Plan, Apprenticeship Fund and Safety Training and Educational Trust Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and Plan, and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

**35.** Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include holidays and reporting hours which are paid.

A. PENSION FUND: Effective May 1, 2007 is \$3.65 per hour

B. HEALTH & WELFARE PLAN: Effective May 1, 2007 is \$5.91 per hour

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**C. APPRENTICESHIP FUND:** Effective May 1, 2007 is \$.50 per hour

**D. SAFETY TRAINING & EDUCATIONAL TRUST FUND:** Effective May 1, 2007 is \$.04 per hour

The Union shall have the option of diverting all or any part of the increase scheduled for improvement of or payment of costs of any fund benefits provided under this Agreement; provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the office of the Ohio Contractors Association at least 60 days before the effective date of the scheduled change specifying in said notice the amount of change to be applied for this purpose in the fund benefit for which the money is to be used.

**36.** It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit during regular working hours, the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of monies to the Contractors Construction Association dues, Ohio Contractors Association under Paragraphs 86, et. seq. and with respect to the Administrative Dues deduction under Paragraph 82. Notwithstanding the foregoing authority allowing audits with respect to the Contractors Construction Association Dues, Ohio Contractors Association and the Administrative Dues deduction, the audits shall only be conducted in conjunction with the Fringe Benefit Funds and Plan referred to herein and shall not be conducted independently. The twenty-four (24) hour notice referred to in Paragraph 37 (A) shall only be given for delinquencies to the employees Fringe Benefit Funds or Plan referred to therein.

**37.** Reports of employees who have worked, the number of hours that they have been paid, and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports

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not furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or in part, and in addition to all other remedies, either in law, in equity, by contract, or authorized by the aforementioned Agreements and Declarations of Trust, shall be available:

A. After the Trustees, or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24) hours written notice at the address shown in the records of the Funds, Plan or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary, until such delinquent payments are made, or said audit is permitted, such action including, but not limited to, the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues, Article XV notwithstanding.

B. In the event either the Union or the Trustees of any Funds or Plan may decide to utilize the grievance and arbitration procedure in this paragraph to collect delinquent contributions and liquidate damages, to enforce any audit, or to obtain any report, the following procedure shall apply:

1. Unless the issue is resolved between the Employer and the party giving notice, within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan, or Union, such party may refer the matter to an arbitrator to be named by the Labor Relations Division of the Ohio Contractors Association, and by Local 18 of the International Union of Operating Engineers, whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefor, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association, whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

38. The Employer and the Union shall each appoint two (2) Trustees to constitute the Board of Trustees to establish a Safety Training and Educational Trust Fund.

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The Employer shall contribute four cents (\$.04) per hour for each hour paid to each employee covered by this bargaining unit for the Safety Training and Educational Trust Fund in a manner and a method established by the Board of Trustees.

The Board of Trustees is charged with the responsibility of formulating in writing the specific and detailed provisions of the Safety Training and Educational Trust Program including all necessary rules, regulations and provisions to make such a program effective.

The program and the contributions to it shall conform with the Labor-Management Relations Act and other laws which may be in effect or which may hereafter be enacted affecting such plan, contribution, or benefits hereunder.

The program must meet the requirements of the Internal Revenue Code and the regulations and rules of the Internal Revenue Service so that all Employer contributions shall be considered tax deductible. Any disbursements of contributions from the Trust Fund established, if made before it has qualified for tax exemption, must comply substantially with the terms of the Trust, and the Employer contributions to and for such Trust Fund must not be used in any manner which would adversely affect a tax qualification of the Fund and the interest of the employees in its objectives.

All the provisions for this Fund shall cover all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who hereafter become signatory to this Agreement, and the members of any other association of contractors who by agreement are obligated to make contributions to the Fund heretofore established.

The provisions of the Trust Agreement, Rules of Eligibility and Regulations created by the Trustees for the administration of the Fund, are a part of this Agreement and incorporated herein by reference as if fully rewritten, and binding upon the parties thereto and the beneficiaries.

Notwithstanding any other provisions of this Labor Agreement, any Employer obligated to contribute to the Fund, and who fails to do so, and becomes delinquent under the regulations established by the Trustees for receipt of contributions, and after the appropriate Local Union or Unions have given written notice to the Employer of such delinquency, the Local Union or Unions, as the case may be, shall have the right to

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direct the covered employees to withhold their labor until the contributions which are owing are paid in full. In addition, the Union or Unions involved and/or the Trustees of the Fund retain the right to take any legal or other appropriate action as may be deemed necessary to collect delinquent payments.

**39.** Upon notice by the Trustees of the Fringe Benefit Funds to the Labor Relations Division of the Ohio Contractors Association and to the Union that an Employer is delinquent in making fringe benefit payments, the delinquent Employer will be required to post cash bond in the amount determined by the Trustees.

The Union shall be required to withhold its services from such delinquent Employer until arrangements are made to pay the delinquencies and the cash bond is posted by the delinquent Employer.

**40.** In no event shall the foregoing provisions relating to fringe benefits be subject to, or suitable for grievance and arbitration under Article XV of this Agreement.

**41.** The Employer must obtain an insurance payment bond (IPB), from a company that is "best" rated A, financial category 7 or better, payable to the Ohio Operating Engineers Fringe Benefit Programs as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event that the Employer becomes delinquent in its payments and defaults thereon. In lieu of a surety bond, an Employer may substitute an equivalent cash bond which will be es-crowed to guarantee payment of fringes. If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union shall withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly basis.

The Employer shall obtain said insurance payment bond or cash bond in amounts set forth below:

|         |                     |             |
|---------|---------------------|-------------|
| 1-10    | Operating Engineers | \$50,000.00 |
| 11-20   | Operating Engineers | 75,000.00   |
| 21-50   | Operating Engineers | 100,000.00  |
| Over 50 | Operating Engineers | 125,000.00  |

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## **ARTICLE VI**

### **WEEKLY PAY EQUIPMENT**

**42.** In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis:

Asphalt Plants  
Boiler Operators or Compressors, when mounted on a rig  
Concrete Plants (over 4-yds. capacity)  
Cranes (all types, except boom trucks)  
Derricks  
Draglines  
Dredges (dipper, clam or suction)  
Firemen on Floating Equipment  
Floating Equipment (work on the Great Lakes or its commercial navigable tributaries shall be performed pursuant to the Great Lakes Floating Agreement and not under this Agreement)  
Gradalls  
Hoes (except when attached to farm or industrial-type tractors or CAT 320 Hoe or equivalent and below)  
Maintenance Operators (Class A)  
Master Mechanics  
Mining Machines  
Oilers/Helpers, Firemen, Apprentice/Helper and Signalmen, when members of a crew  
Piledriving Machines  
Power Shovels  
Rotary Drills on Caisson Work  
Slip-form Pavers  
Survey Instrument Men  
Survey Party Chiefs  
Survey Rodmen or Chainmen (May 1 to November 1)  
Tower Derricks  
Tug Boats  
Tunnel Machines  
Wheel Excavators

**43.** In the counties of Cuyahoga, Lake, Ashtabula and Geauga, classifications not listed above as weekly pay classifications shall be employed on a day-pay basis. In all other counties covered by this Agreement, the classifications not listed above as weekly pay classifications shall be employed

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as provided for under the hourly rate and reporting pay provisions listed herein.

**44.** Employees employed on a weekly pay basis, starting jobs after Monday, shall be paid for the remaining number of days in the work week. Weekly-pay employees reporting for work on Saturday, Sunday or holidays shall receive eight (8) hours straight time for reporting if no work is performed, and they are not required to remain on the job; if they start to work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at starting time and, except as noted above, remain on the job for the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

However, when an employee working on equipment with a weekly-pay guarantee and work with his/her equipment is completed on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the work on the project the first three (3) days of the week. The Employer will notify the Union District Representative prior to the application of this provision.

**45.** When a machine having a forty (40) hour guarantee is laid up and the workmen are laid off and paid off, that machine cannot be started back to productive work unless it is laid up for one (1) week (seven days) without calling back the employees which had manned the machine, and they shall be paid for the time they have been off unless mutual agreement is reached between the Employer and the Union District Representative to permit employees to work on the weekly-guarantee equipment during the seven (7) day "lay-up" period without penalty.

**46.** In order to be eligible for the weekly-pay, weekly-pay employees have the right and they must accept transfer with their weekly-pay equipment to another project within the same district of Local 18.

**47.** Crews will be eligible for straight-time weekly pay when their equipment is transferred out of their District up to the day the equipment is shutdown, otherwise, paragraph 44 prevails. They need not go with their equipment out of the District in which they were originally employed to be eligible for the weekly pay.

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**48.** Employees who are working for an Employer in other than their local residence area thereby necessitating them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid off because of lack of work.

**49.** At the end of a work shift, employees employed in day pay classifications will be notified as to the day to report for work if the Employer determines that the employee should not report to work the next scheduled day, otherwise any other notice of the change of a work schedule shall be made by calling the employee at the telephone number designated by the employee for such purpose.

**50.** Employees employed in day pay classifications, unless notified by the Employer not to report to work, shall be paid for eight (8) hours on the day they report for work. Day-pay basis employees reporting for work on Saturday, Sunday or holidays, shall receive eight (8) hours straight time for reporting if no work is performed and they are not required to remain on the job; if they start work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at starting time and, except as noted above, remain on the job the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

**51.** In the balance of the counties in the State of Ohio and in the counties of Boone, Campbell, Kenton and Pendleton in Kentucky, workmen employed in classifications other than weekly pay, unless notified by the Employer not to report to work shall receive two (2) hours pay for reporting to work and the employee is required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the employer releases the employee prior to the end of the first hour; if such Operator does not start to work, he/she shall receive his/her two (2) hours reporting time; if the employee starts to work, he/she shall receive four (4) hours pay; if the employee works over four (4) hours, he/she shall receive eight (8) hours pay; for inclement weather only it will be 2, 4, 6 and 8.

For employees reporting to work on Saturday, Sunday or holidays, all conditions in this paragraph will apply. Time worked will be paid for at the rate provided in accordance with Article

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**VII. They must report to work at starting time to be entitled to reporting pay.**

Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement.

**52. All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.**

**53. On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. The Union Office should be advised of this condition to avoid any misunderstanding. The Union District Representative and the Employer may mutually agree to extend to two (2) days the employment of a crew on a day-pay basis.**

## **ARTICLE VII**

### **HOURS OF WORK AND OVERTIME**

**54. The week shall begin on Monday A.M. and shall end on Friday P.M. Starting time will be set by the week.**

**55. The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours except as provided herein. Time and one-half the regular rate shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater.**

**55a. An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employee will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification, to work a four-ten hour schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten hour work schedule must be by the week.**

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**55b.** In addition to the above: It is agreed that when time is lost by a crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown, or by direction of the project owner, this time may be made up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis. Weekly pay employees, in order to be eligible for eight (8) hours' pay that day, must be available to perform work for the Employer.

**55c.** The provisions of Paragraph 61 apply herein.

**55d.** Pay day will be on the last scheduled work day but not later than Friday.

**56.** Time and one-half the employee's regular rate of pay shall be paid for all work performed on Saturday.

**57.** All work performed by an employee on Sunday, New Year's Day, Memorial Day, (last Monday in the month of May), Independence Day, Labor Day, Thanksgiving Day and Christmas, shall be paid at two (2) times the regular rate. There shall be no work required on Labor Day except in special cases of emergency. Holidays shall be of twenty-four (24) hours duration and no employee on a weekly basis of pay shall lose time because of holidays and when required to work on holidays, he/she shall be paid double time.

**58.** Whenever a holiday falls on Sunday, such holiday shall be observed on Monday.

**59a.** Certain government projects are contractually restricted to weekend hours only. These projects are defined as weekend projects beginning at 6:00 P.M. Friday to 6:00 A.M. Monday. Employees working on these weekend projects, as defined above, will be paid time and one-quarter (1-1/4) of the established classification rate for all hours worked on the weekend project.

This provision is limited to weekend projects only, as defined above, and does not apply to any employee who has worked any hours Monday 6:00 A.M. to Friday 6:00 P.M. These employees shall receive the applicable premium or overtime rates set forth in this Agreement for all work performed during the above defined weekend hours.

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**59b.** Where project owners establish specifications, requirements, or for safety reasons that limit the days or hours in which work may be performed, the Employer, after advance notice to the Union, may start the work week after 6:00 P.M. on Sunday at straight time rates. In applying this schedule, Sunday P.M. will be considered Monday, the following Friday will be considered Saturday (paid at 1-1/2 X rate) and Saturday will be considered Sunday (paid at 2 X rate). All premium pay provisions will apply for the sixth and seventh day as to Saturday and Sunday respectively.

**60.** No Employee shall be required to work alone during the hours of darkness when performing maintenance work or operating equipment. This provision shall not apply to Employees servicing and starting equipment one (1) hour prior to the start of a shift, including Lubemen, Fuelmen, and Greasemen.

**61.** When operators of equipment are complementing other trades, they shall be compensated on the same premium overtime conditions as the trade they are complementing. To be eligible for the benefits on complementing another trade, an Operator must be required to perform a specific operation which is directly related to the work which the other trade is performing.

**62.** When Steam Boilers, Power Driven Heaters or Pumps and other such equipment are used on a continuous seven (7) day, twenty-four (24) hour per day operation, the Employer, at his/her discretion, can avoid overtime by working four (4) shifts, each shift to work six (6) hours on a seven (7) day basis. Employees working this shift arrangement shall be employed for forty-two (42) hours on a seven (7) day basis and shall receive forty (40) hours pay at straight time and two (2) hours at double time provisions.

This provision for avoiding overtime can only be used if the equipment is to be continuously operated for more than thirty (30) days. In the event the Employer cannot furnish thirty (30) days of employment after commencing work under this paragraph, it is agreed that when the employees are laid off, the Employer will pay retroactive overtime to such laid off employees from the start of this operation in accordance with other overtime provisions of this Agreement.

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**63.** Booms, including jib 150 feet through 180 feet in length, shall receive twenty-five cents (\$.25) per hour in addition to the established crane rate.

Booms, including jib over 180 feet in length, shall receive fifty cents (\$.50) per hour in addition to the established crane rate.

Tower cranes, the height of the boom point from the first floor level of the project, will be used to determine when the long boom crane rate will apply.

**64.** Where compressors, generators or boilers are mounted on crane-type equipment (Piggyback Operation), two (2) Operating Engineers will be employed at the crane rate or any escalated rate in effect. They shall also be employed under the weekly guarantee.

Where compressors up to 600 CFM are operated and exclusively used to power attachments, such as the hoe ram and other similar pieces of equipment, the compressor will be considered and manned as a Piggyback Operation, even though the compressor is located adjacent to the machine or crane and not mounted directly on the machine. The Oiler operating the compressor is paid the Class A rate for the day.

## **ARTICLE VIII**

### **CREWS AND GENERAL PROVISIONS**

**65.** In all of the counties within the jurisdiction of this Agreement, crews (meaning an Operating Engineer and an Apprentice/Helper, or Signaller on gas or diesel machines, or an Operating Engineer and Fireman on steam machines) shall be employed on all truck cranes, power shovels, cranes, rotary drill on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, piledriving machines and hoes, standard gauge locomotives and bucket trench machines (over 24" wide).

**66.** Truck cranes, lattice boom, thirty (30) ton capacity and under; hydraulic truck cranes and all terrain cranes, fifty (50) tons or less and under remote control; an oiler is not required. If a second person is needed in conjunction with the operation of this equipment, then the second person will be an Operating Engineer.

OOE 000190

**67a.** Apprentice/Helpers are required on hoes, excavators, and front hydraulic shovels having a base operating weight in excess of 105,000 pounds and Apprentice/Helpers shall be required on cable crawler cranes over 80 ton structural capacity, defined as: The factory specified total maximum counter-weight with a PCSA rating not to exceed 36,400 pounds, based on 50' of boom at 40' radius, with the single line pull not exceeding 17,000 pounds. Anything outside any of the aforementioned limits determines the crane as requiring an Apprentice/Helper. All factory certifications and the computer system will be available for inspection at any time by the Union or their designee. An Apprentice/Helper or other Operating Engineer is required on self-erecting cranes (as defined by the manufacturer) while being erected and dismantled. On remote control gradall, Apprentice/Helpers shall be at the discretion of the Employer.

**67b.** Apprentice/Helpers, while assigned to track hoes, cranes and other equipment, will perform the following work on the project as additional duty:

- Cover small equipment (i.e. pumps, generators, compressors, etc.)
- Act as signal person
- Safety-fire watch
- Practice operating in a learning environment in the vicinity
- Help with survey duties on project
- Help mechanic, lube trucks, fuel
- Practice operating rough terrain forklift, front loader, rubber tire hoe, loader in vicinity of primary duty
- Replace other Operators who may be absent on project
- Run parts or materials as necessary
- Safety enforcement
- Productive activity on job site to facilitate job completion when it does not interfere with progress of primary machine, providing this does not interfere with another Operating Engineer's workday

**68.** Employees requiring relief, for sickness or other causes, must notify his/her immediate supervisor before leaving the job.

OOE 000191

**69.** Employer agrees to carry Ohio State Workers' Compensation, or other liability insurance for the protection of all the employees covered by this Agreement.

**70.** At the direction of the Employer's representative on the job, Operating Engineers shall be allowed proper time for necessary repairs and upkeep. There must be suitable shelter around equipment.

**71.** On projects where at least eight (8) Operators are employed, the Employer, during the months of November 1 through April 30, will furnish a heated shelter where employees may change clothes.

**72.** Sanitary drinking water and toilet facilities will be available on the project in compliance with the provisions of the Ohio State Code.

**73.** The Employer agrees, upon the termination of any employee covered by this Agreement, to furnish such employee so released with a termination slip at the time of release, showing reason for said release. (Union will provide uniform numbered slips in duplicate; original for employee, duplicate for Employer's file.)

**74.** Employees shall be paid once a week on the payday established by the Employer. Pay checks and the following information will be given to employees:

- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) It is agreed that all pay checks will show the deductions and also total fringe benefit payments.

If the employee is not scheduled to work on payday, the Employer shall mail the check to the employee's home post-marked not later than 5:00 P.M. on payday, unless the employee requests the Employer to hold his/her check to allow the employee to get his/her check at the project office or the Employer's office. Employees reporting to the project or office to pick up paychecks will not be eligible for reporting pay. When an Operating Engineer is laid off, he/she will be paid off at that time. Any employee discharged for just cause will receive their pay check by the end of the next pay period. In case of lay-off and a check cannot be issued at the job, the Employer will overnight the pay-

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off check so it is received the following business day at the address provided by the Employee.

**75.** When it is necessary for equipment to be operated, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work and if an Apprentice/Helper is required, the Apprentice/Helper who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic or Steward will be notified, when possible, of such emergency requirements.

**76.** The furnishing of a truck by a Mechanic shall not be a condition of employment. If an Employer is requesting a Mechanic, from the Union, the Employer may require the new Mechanic to furnish a truck. If a Mechanic is required to furnish a truck, compensation will be negotiated between the Mechanic and the Employer.

**77.** Equipment operator employees shall be required to carry sufficient tools to make minor repairs and adjustments in order to meet manufacturers daily maintenance requirements on the equipment they operate. This excludes diagnostic and electronic equipment.

**78.** An Operating Engineer shall be assigned to all work performed in connection with the installation, fueling, starting and stopping, repair, maintenance and operation of the below listed small equipment:

Compressors of 185 CFM or less (not discharging into a common header)

Heaters

Welding machines of 300 amp or less

Gas or diesel driven pumps 4" and under (or one 6" pump)

Generators of 15 KW or less

Conveyors 18" belt or less

**79.** A combination, up to five (5) pieces, of the above equipment shall when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

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In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an Operating Engineer at the Class "E" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

**80.** An Operating Engineer shall be assigned to all work performed in connection with the installation, maintenance, repair and the starting and stopping of electric submersible pumps. Necessary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty. No full-time Operator is required.

**81a.** Work in the servicing and maintaining of self-contained mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew, or Oiler.

**81b.** When an Oiler/Helper is assigned as the primary operator to a fuel/grease combo vehicle which requires specialized CDL endorsement, he/she will receive a \$3.00 per hour premium over the Class "E" rate (see pages 53 & 63).

## **ARTICLE IX**

### **UNION ADMINISTRATIVE DUES AND DEDUCTIONS**

**82.** Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individual signed authorizations.

**83.** Credit Union savings will only be agreed to if all deductions are the same for all employees and the Union is responsible for getting the voluntary authorization.

**84.** All money collected by the Employer as provided herein shall be remitted to the Fringe Benefit Office not later than the fifteenth (15th) day of the month following the month in which deductions were made. The Union accepts full responsibility for the disposition of the funds so deducted once they have been remitted to the Fringe Benefit Office.

**85.** The Union agrees to hold the Company harmless for any liability under said deductions.

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## **ARTICLE X**

### **ASSOCIATION DUES**

**86a.** Each Employer bound by this Agreement shall pay the Contractors Construction Association dues of fourteen cents (\$.14) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments by check shall be made payable to the Contractors Construction Association. Such checks shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. Reporting forms for the Contractors Construction Association dues will be provided by the Ohio Contractors Association.

**86b. Administrator Fee:** Each Employer bound by this Agreement who is not an OCA member shall pay an administration fee of eight cents (\$.08) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments shall be transmitted with the fringe payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

**87.** Each Employer bound by this Agreement shall pay the Ohio Construction Information Association Fund five cents (\$.05) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month in which the work was performed.

**88.** The Union shall have no participation or control of any kind or degree whatsoever, nor shall the Union be connected in any way whatsoever with the Contractors Construction Association dues and the Ohio Construction Information Association Fund.

**89.** The Employers will hold the Union harmless from any liabilities arising out of the terms of Paragraph 86a through and inclusive of Paragraph 88.

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## **ARTICLE XI**

### **TERM OF AGREEMENT**

**90.** THIS AGREEMENT shall be effective as of May 1, 2007 and shall continue in force and effect through April 30, 2010 and thereafter, from year to year until terminated at the option of either party after sixty (60) days notice in writing to the other party.

## **ARTICLE XII**

### **SHIFT WORK**

**91.** For purposes of overtime pay for multiple-shift operations, a work day shall be determined by starting time of the shift.

**92.** More than one (1) shift may be worked in any twenty-four (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer provided, however, that more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period. Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift.

When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2) hours work with eight (8) hours pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay shall constitute the third shift.

## **ARTICLE XIII**

### **REGISTERED APPRENTICES OR TRAINEES**

**93.** Registered Apprentice or Trainee Engineers shall work under proper supervision of the Operating Engineer and under instruction of the Local Union. The Employer shall give ample opportunity for them to operate equipment under the supervision of the Operating Engineers whenever time and opportunity avails itself.

**94.** Registered Apprentice or Trainee Engineers employed on Operating Engineer's work shall receive the proper apprenticeship rate herein set for such work.

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**95.** Work of the Firemen, Oilers/Helpers and Signalmen shall include the getting up steam and greasing up, filling gas tanks and making the machines and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Oiler/Helper, or Signalman is required to make gas and diesel machines ready to operate before the regular starting time, such Oiler/Helper or Signalman shall be paid one-half (1/2) hour's pay at time and one-half (1-1/2) rate. If, at the discretion of the Employer, a Fireman is required to get up steam, grease steam machine and make same ready to operate before the regular starting time, then such Fireman shall be paid one (1) hour's pay at time and one-half (1-1/2) rate.

**96.** Oilers, Signalmen, Grease Truck Operators and Helpers, when requested to work the regular lunch period, will eat their lunch prior to or after the regular lunch period, in order to be able to oil, grease and repair machines during the regular lunch period, at no extra pay.

**97.** For every five (5) Operating Engineer Journeymen employed by the Company, there may be employed one (1) Registered Apprentice or Trainee Engineer through the referral when they are available.

## **ARTICLE XIV**

### **ENFORCEMENT MEASURES AND FAVORABLE RATE PROVISIONS**

**98.** It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement, as it relates to the Operating Engineers.

**99.** When an Employer hires an Owner-Operator with one (1) machine and the Owner-Operator himself operates such single machine, the Owner-Operator will be placed on the Employer's payroll. In the event the above mentioned machine requires two (2) people, both people shall be placed on the Employer's payroll. However, when an Owner-Operator has two (2) or more machines operating on the same job, the Owner-Operator shall then be considered a subcontractor and therefore come under the Subcontractor Clause.

**100.** The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly re-

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lieved after giving ample notice of his/her intention to quit to the Employer.

**101.** The Union shall not transfer a Union person from one Employer to another without the consent of the Employer and the Union person involved.

**102.** All employees of the Employer shall be allowed time to vote on Election Day as required by law.

**103.** No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. Nor shall it be considered a violation of the "no strike" clause, if the Union recognizes the aforestated legal picket line.

**104.** If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates than those contained herein, the Union agrees that such more favorable wage rates shall automatically be extended to the Employer.

**105.** There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations.

**106.** When an Employer rents or leases equipment manned from an Employer in signed relations with this Union, the engineer or crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's employment by the lessee shall terminate upon the termination of the lessee or rental of the equipment, or any replacement thereof, whichever is later.

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## **ARTICLE XV**

### **NO STRIKE—NO LOCKOUT—ARBITRATION AND DISPUTES**

**107.** The company shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at, or around the company's office or work locations during the term of this Agreement.

**108.** Should a dispute arise among any of the parties, (Employee, Company, Association and/or Union) to this Agreement as to its meaning, intent or the application of its terms, the dispute will be settled in accordance with the following grievance procedure:

**Step 1.** The aggrieved employee shall first take up his/her grievance orally with the Employer's Supervisor or Representative. He/she may, if he/she so desires, have his/her Steward appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3) working days of the occurrence, or discovery of the grievance, but in no event will the grievance be honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

**Step 2.** In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days after STEP 1 meeting, dated and signed along with the Contract Article affected and submit the grievance to the District Business Representative and he/she and the Business Representative shall meet with the Employer's Representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then

**Step 2a.** The grievance may be considered by a designated representative of the Union and the Labor Relations Director of the Ohio Contractors Association, who shall have the authority to mutually agree upon a final and binding settlement of the grievance. If Step 2a. is not utilized, or if no settlement can be reached in Step 2a. within five (5) days from the date the grievance is referred, then:

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**Step 3.** The grievance may be referred to the State Joint Committee consisting of six (6) members, three (3) to be appointed by the Labor Relations Division of the Ohio Contractors Association and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the State Joint Committee, by majority vote (5 members or more), resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this agreement. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of its position and the Committee shall dispose of the case on the basis of such evidence. If no settlement is reached at this STEP within fifteen (15) working days from the date the grievance is referred, then

**Step 4.** The grievance shall then be referred to an Arbitrator selected by the Committee referred to in STEP 3. If the parties cannot agree on an Arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of Arbitrators from which the Arbitrator shall be selected by the alternate striking of names.

**109.** The expenses and fees of the Arbitrator shall be shared equally by the parties. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties hereto.

## **ARTICLE XVI**

### **DETERMINATION OF JURISDICTIONAL DISPUTES**

**110.** Both parties to this Agreement agree to be bound by the terms and provisions of the Agreement creating the Impartial Disputes Board. In particular, both parties agree to be bound by the provision of the Agreement which states: Any decision or interpretation of the Impartial Disputes Board shall immediately be accepted and complied with by all parties signatory to this Agreement.

The parties hereto agree that in the event of a jurisdictional dispute with any other union, or unions, the dispute

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shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accord with the Plan adopted by the Building Trades Department, AFL-CIO.

The parties here further agree that they will be bound by any decision or award of the Disputes Board. There shall be no stoppage of work or slowdown arising out of any such dispute. No jurisdictional work stoppages and no jurisdictional picket lines shall be recognized.

**111.** This article of the contract will go into effect when the Impartial Disputes Board re-establishes.

## **ARTICLE XVII**

### **I-9**

**112.** The Union and the Employers during the terms of this Agreement agree to use their best efforts to establish a master file of I-9 employment eligibility verification forms on all members. This file will be maintained at the Union office and be available for the Employers' use.

## **ARTICLE XVIII**

### **SAVINGS AND SEPARABILITY**

**113.** It is mutually agreed that if any clause, terms or provisions of this Agreement is, or is hereafter found to be illegal, or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, such clause, terms or provisions shall be, or become inoperative of any effect without disturbing other clauses, terms or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect.

**114.** In the event that any clause, term or provision of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, said clause, terms or provisions shall be re-negotiated to the mutual satisfaction of the parties, but during such re-negotiation work shall not be interrupted or stopped by lockout, strikes, boycotts or other labor troubles.

**115.** Except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Company

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reserves and retains, solely and exclusively, all of its inherent rights to manage its business.

**116.** Exhibits A, B, C and D attached hereto are made a part of this Agreement.

**117.** THIS AGREEMENT shall be effective as of May 1, 2007 and shall remain in force and in accordance with the terms of ARTICLE XI hereof. Wage rates and fringe payments shall be effective as designated herein.

IN WITNESS WHEREOF, WE, the undersigned, duly authorized Employer Representatives and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO), executed this Agreement on the 1st day of May, 2007.

**I.U.O.E. LOCAL 18 AND ITS BRANCHES (AFL-CIO)**

S/PATRICK L. SINK  
Business Manager

S/STEVE D. DELONG  
Financial Secretary

S/KENNETH M. TRIPLETT  
President

S/PREMO P. PANZARELLO  
Treasurer

S/FLOYD S. JEFFRIES  
Vice President

S/RICHARD E. DALTON  
S/LOUIS E. MONNIN

S/CHARLES W. SCHERER  
Recording-Corresponding  
Secretary

S/STEVEN R. HECKLER

**THE LABOR RELATIONS DIVISION of the OHIO  
CONTRACTORS ASSOCIATION**

S/MARK STERLING

S/DAN SMITH

Negotiating Committee Co-Chairmen

S/MARK STERLING

Labor Executive

Committee Chairman

S/MARK POTNICK

Director, OCA Labor Relations

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**EXHIBIT "A"****WAGE CLASSIFICATIONS AND RATES OF PAY****SCHEDULE I**

Covering the counties of Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Medina, Portage and Summit, rates and fringes shall be effective as shown below:

|                 | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$29.68  | \$30.28* | \$31.23* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

**CLASSIFICATION: MASTER MECHANIC**

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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| CLASS A         | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$29.43  | \$30.03* | \$30.98* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

#### CLASSIFICATION:

Air Compressors on Steel Erection  
 Asphalt Plant Engineers (Cleveland District Only)  
 Barrier Moving Machines  
 Boiler Operators, Compressors or Generators,  
 when mounted on a rig  
 Cableways  
 Combination Concrete Mixers & Towers  
 Concrete Plants (over 4 yds. capacity)  
 Concrete Pumps  
 Cranes (all types, including Boom Trucks, Cherry  
 Pickers) \*See paragraph 63

Cranes—Compact; track or rubber over 4,000  
 pounds capacity  
 Cranes—Self Erecting; stationary, track or truck  
 (all configurations)  
 Derricks  
 Draglines  
 Dredges (dipper, clam or suction)  
 Elevating Graders or Euclid Loaders  
 Floating Equipment (all types)  
 Gradalls  
 Helicopter Crew (Operator-Hoist or Winch)  
 Hoes (all types) OOE 000204

(continued on next page)

Hoisting Engines  
Hoisting Engines, on shaft or tunnel work  
Horizontal Directional Drill (over 500,000 ft. lbs.  
thrust)  
Hydraulic Gantry (lifting system)  
Industrial-type Tractors  
Jet Engine Dryer (D8 or D9) Diesel Tractors  
Locomotives (standard gauge)  
Maintenance Operators (Class A)  
Mixers, paving (single or double drum)  
Mucking Machines  
Multiple Scrapers  
Piledriving Machines (all types)  
Power Shovels  
Prentice Loader

Quad 9 (double pusher)  
Rail Tamper (with auto lifting & aligning device)  
Refrigerating Machines (freezer operation)  
Rotary Drills, on caisson work  
Rough Terrain Fork Lift with winch/hoist  
Side Booms  
Slip-Form Pavers  
Survey Crew Party Chiefs  
Tower Derricks  
Tree Shredders  
Trench Machines (over 24" wide)  
Truck Mounted Concrete Pumps  
Tug Boats  
Tunnel Machines and/or Mining Machines  
Wheel Excavators

**CLASS B**

|                 | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$29.33  | \$29.93* | \$30.88* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

**CLASSIFICATION:****Asphalt Pavers**

Automatic Subgrade Machines, self-propelled  
(CMI-type)

Bobcat-type and/or Skid Steer Loader with hoe  
attachment greater than 7,000 lbs.

Boring Machine Operators (more than 48")

Bulldozers

Concrete Saws, vermeer type

Endloaders

Hydro Milling Machine

Kolman-Loaders (production type--dirt)

**Lead Greasemen**

Lighting and Traffic Signal Installation Equipment  
(includes all groups or classifications)

Maintenance Operators, Class B (Portage and  
Summit Counties only)

Material Transfer Equipment (shuttle buggy) Asphalt  
Pettibone-Rail Equipment

Power Graders

Power Scrapers

Push Cats

Rotomills (all), Grinders and Planers of all types  
Trench Machines (24" width)

| CLASS C         | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$28.29  | \$28.89* | \$29.84* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

#### CLASSIFICATION:

|  |  |
|--|--|
| A-Frames   | Power Boilers (over 15 lbs. pressure)                        |
| Air Compressors on tunnel work (low pressure)                    | Pump Operators, installing and operating well-points         |
| Asphalt Plant Engineers (Portage and Summit Counties only)       | Pumps (4" and over discharge)                                |
| Bobcat-type and/or Skid Steer Loader with or without attachments | Railroad Tie Insertor/Remover                                |
| Highway Drills (all types)                                       | Rollers, asphalt   |
| Locomotives (narrow gauge)                                       | Rotovator (lime-soil stabilizer)                             |
| Material Hoist/Elevators   | Switch and Tie Tampers (without lifting and aligning device) |
| Mixers, concrete (more than one bag capacity)                    | Utility Operators (small equipment)                          |
| Mixers, one bag capacity (side loader)                           | Welding Machines   |
|  | OOE 000207   |

| CLASS D         | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$27.07  | \$27.67* | \$28.62* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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## CLASSIFICATION:

Backfillers  
Ballast Re-Locator  
Bars, Joint and Mesh Installing Machines  
Batch Plants  
Boring Machine Operators (48" or less)  
Bull Floats  
Burlap and Curing Machines  
Concrete Plants (capacity 4 yds. and under)

Concrete Saws (multiple)  
Conveyors (highway)  
Crushers  
Deckhands  
Farm-type Tractors, with attachments (highway)  
Finishing Machines

(continued on next page)

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Firemen, Floating Equipment (all types)  
Fork Lifts (highway), except masonry  
Form Trenchers  
Hydro-Hammers  
Hydro-Seeders  
Pavement Breakers  
Plant Mixers  
Post Drivers  
Post Hole Diggers (power auger)  
Power Brush Burners

Power Form Handling Equipment  
Road Widening Trenchers  
Rollers (brick, grade, macadam)  
Self-propelled Power Spreaders  
Self-propelled Power Subgraders  
Steam Firemen  
Survey Instrumentmen  
Tractors, pulling sheepfoot roller or grader  
Vibratory Compactors, with integral power

| CLASS E         | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$21.78  | \$22.38* | \$23.33* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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#### CLASSIFICATION:

|   |                              |
|---|------------------------------|
| Compressors (portable, sewer, heavy and highway)            | Oilers/Helpers               |
| Cranes—Compact; track or rubber under 4,000 pounds capacity | Power Driven Heaters         |
| Drum Firemen (asphalt plant)                                | Power Sweepers and Scrubbers |
| Fueling and Greasing +\$3.00 (see paragraph 81b)            | Pumps (under 4" discharge)   |
| Generators  | Signalmen                    |
| Inboard-Outboard Motor Boat Launches                        | Survey Rodmen or Chainmen    |
| Masonry Fork Lifts  | Tire Repairmen               |
| Oil Heaters (asphalt plant)                                 | VAC/ALLS                     |

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## **APPRENTICESHIP SCHEDULE**

First Year Registered Apprentice

50% of Class "A" Rate

Second Year Registered Apprentice

60% of Class "A" Rate

Third Year Registered Apprentice

70% of Class "A" Rate

Fourth Year Registered Apprentice

80% of Class "A" Rate

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

## **REGISTERED TRAINEE SCHEDULE**

First Year Registered Trainee

60% of Bulldozer Rate

Second Year Registered Trainee

60% of Bulldozer Rate

Third Year Registered Trainee

75% of Bulldozer Rate

Fourth Year Registered Trainee

90% of Bulldozer Rate

## **SURVEY CREW TRAINEE SCHEDULE**

First Year Rodmen and Chainmen

70% of classification rate

First Year Instrumentman Trainee Rate

50 cents less than Instrumentman classification

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## **FIELD MECHANIC TRAINEE SCHEDULE**

|             |                       |
|-------------|-----------------------|
| First Year  | 50% of Class "B" rate |
| Second Year | 60% of Class "B" rate |
| Third Year  | 70% of Class "B" rate |
| Fourth Year | 80% of Class "B" rate |

Only those individuals who have obtained a two (2) year Associates Degree, from an accredited school, will be accepted into this program. If the Mechanic Trainee is required to have a CDL license, he/she will be paid a 10% incentive above the percentages listed above. After successful completion of the fourth year, the Mechanic will be paid at the appropriate Class "B" or Class "A" rate.

## **SPECIAL RATES**

For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "Industrial and Building Site work, Power Plant, Amusement Park, Athletic Stadium Site Work, and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work", the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).

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## SCHEDULE II

Covering the counties of Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood and Wyandot in the State of Ohio, and including Boone, Campbell, Kenton and Pendleton Counties in Kentucky, rates and fringes shall be effective as shown below:

|                 | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$28.19  | \$28.79* | \$29.74* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

CLASSIFICATION: MASTER MECHANIC

\*In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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| CLASS A         | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
|                 | \$27.94  | \$28.54* | \$29.49* |
| H & W           | 5.91     | 6.31     | 6.66     |
| Pension         | 3.65     | 4.00     | 4.00     |
| Apprenticeship  | .50      | .50      | .50      |
| E & S           | .04      | .04      | .04      |
| Contractor Dues | .14      | .14      | .14      |
| OCIA Fund       | .05      | .05      | .05      |

**\*In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.**

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**CLASSIFICATION:**

**Air Compressors, on steel erection  
Barrier Moving Machines  
Boiler Operators, on compressors or generators,  
when mounted on a rig  
Cableways  
Combination Concrete Mixers & Towers  
Concrete Plants (over 4 yds. capacity)  
Concrete Pumps  
Cranes (all types, including Boom Trucks,  
Cherry Pickers) \*See paragraph 63**

**Cranes—Compact; track or rubber over 4,000 pounds capacity**  
**Cranes—Self Erecting; stationary, track or truck (all configurations)**  
**Derricks**  
**Draglines**  
**Dredges (dipper, clam or suction)**  
**Elevating Graders or Euclid Loaders**

OOE continued on next page)

Floating Equipment (all types)  
Gradalls  
Helicopter Crew (Operator-Hoist or Winch)  
Hoes (all types)  
Hoisting Engines, on shaft or tunnel work  
Horizontal Directional Drill (over 500,000 ft. lbs. thrust)  
Hydraulic Gantry (lifting system)  
Industrial-type Tractors  
Jet Engine Dryers (D8 or D9) Diesel Tractors  
Locomotives (standard gauge)  
Maintenance Operators (Class A)  
Mixer, Paving (single or double drum)  
Mucking Machines  
Multiple Scrapers  
Piledriving Machines (all types)  
Power Shovels

Prentice Loader  
Quad 9 (double pusher)  
Rail Tamper (with auto lifting & aligning device)  
Refrigerating Machines (freezer operation)  
Rotary Drills, on caisson work  
Rough Terrain Fork Lift with winch/hoist  
Side Booms  
Slip-Form Pavers  
Survey Crew Party Chiefs  
Tower Derricks  
Tree Shredders  
Trench Machines (over 24" wide)  
Truck Mounted Concrete Pumps  
Tug Boats  
Tunnel Machines and/or Mining Machines  
Wheel Excavators

| CLASS B         | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$27.82  | \$28.42* | \$29.37* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

#### CLASSIFICATION:

|  |  |
|--|--|
| Asphalt Pavers   | Lighting and Traffic Signal Installation Equipment |
| Automatic Subgrade Machines, self-propelled (CMI-Type)                           | (includes all groups or classifications)           |
| Bobcat-type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs. | Maintenance Operators, Class B                     |
| Boring Machine Operators (more than 48")   | (Portage and Summit counties only)                 |
| Bulldozers   | Material Transfer Equipment                        |
| Concrete Saws, vermeer type  | (shuttle buggy) Asphalt                            |
| Endloaders   | Pettibone-Rail Equipment                           |
| Hydro Milling Machine  | Power Graders                                      |
| Kolman Loaders (production type-dirt)  | Power Scrapers                                     |
| Lead Greasemen   | Push Cats  |
|  | Rotomills (all), Grinders and Planers of all types |
|  | Trench Machines (24" width) <del>width</del> 16    |

| CLASS C         | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$26.78  | \$27.38* | \$28.33* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

## CLASSIFICATION:

|  |   |
|--|---|
| A-Frames   | Pump Operators, installing and operating well-points    |
| Air Compressors, on tunnel work (low pressure)                   | Pumps (4" and over discharge)                           |
| Asphalt Plant Engineers  | Railroad Tie Insertor/Remover                           |
| Bobcat-type and/or Skid Steer Loader with or without attachments | Rollers, asphalt  |
| Highway Drills (all types)                                       | Rotovator (lime-soil stabilizer)                        |
| Locomotives (narrow gauge)                                       | Switch & Tie Tamers (without lifting & aligning device) |
| Material Hoist/Elevators   | Utility Operators (small equipment)                     |
| Mixers, concrete (more than one bag capacity)                    | Welding Machines  |
| Mixers, one bag capacity (side loader)                           |   |
| Power Boilers (over 15 lbs. pressure)                            |   |

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| CLASS D         | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$25.60  | \$26.20* | \$27.15* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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#### CLASSIFICATION:

|   |   |
|---|---|
| Backfillers                               | Concrete Saws (multiple)  |
| Ballast Re-Locator                        | Conveyors (highway)   |
| Bars, joint & Mesh Installing Machines    | Crushers  |
| Batch Plants                              | Deckhands   |
| Boring Machine Operators (48" or less)    | Farm-type Tractors, with attachments (highway),<br>except masonry |
| Bull Floats                               | Finishing Machines  |
| Burlap & Curing Machines                  | Firemen, Floating Equipment (all types)                           |
| Concrete Plants (capacity 4 yds. & under) |   |

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Fork Lifts (highway)  
Form Trenchers  
Hydro Hammers  
Hydro Seeders  
Pavement Breakers  
Plant Mixers  
Post Drivers  
Post Hole Diggers (power auger)  
Power Brush Burners  
Power Form Handling Equipment

Road Widening Trenchers  
Rollers (brick, grade, macadam)  
Self-propelled Power Spreaders  
Self-propelled Power Subgraders  
Steam Firemen  
Survey Instrumentmen  
Tractors, pulling sheepfoot roller or grader  
Vibratory Compactors, with integral power

| CLASS E         | 5/1/2007 | 5/1/2008 | 5/1/2009 |
|-----------------|----------|----------|----------|
| H & W           | \$20.14  | \$20.74* | \$21.69* |
| Pension         | 5.91     | 6.31     | 6.66     |
| Apprenticeship  | 3.65     | 4.00     | 4.00     |
| E & S           | .50      | .50      | .50      |
| Contractor Dues | .04      | .04      | .04      |
| OCIA Fund       | .14      | .14      | .14      |
|                 | .05      | .05      | .05      |

\*In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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#### CLASSIFICATION:

|   |                              |
|---|------------------------------|
| Compressors (portable, sewer, heavy and highway)            | Oilers/Helpers               |
| Cranes—Compact; track or rubber under 4,000 pounds capacity | Power Driven Heaters         |
| Drum Firemen (asphalt)                                      | Power Sweepers and Scrubbers |
| Fueling and Greasing +\$3.00 (see paragraph 81b)            | Pumps (under 4" discharge)   |
| Generators  | Signalmen                    |
| Inboard-Outboard Motor Boat Launches                        | Survey Rodmen or Chainmen    |
| Masonry Fork Lifts  | Tire Repairmen               |
| Oil Heaters (asphalt plant)                                 | VAC/ALLS                     |

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## **APPRENTICESHIP SCHEDULE**

**First Year Registered Apprentice**

**50% of Class "A" Rate**

**Second Year Registered Apprentice**

**60% of Class "A" Rate**

**Third Year Registered Apprentice**

**70% of Class "A" Rate**

**Fourth Year Registered Apprentice**

**80% of Class "A" Rate**

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

## **REGISTERED TRAINEE SCHEDULE**

**First Year Registered Trainee**

**60% of Bulldozer Rate**

**Second Year Registered Trainee**

**60% of Bulldozer Rate**

**Third Year Registered Trainee**

**75% of Bulldozer Rate**

**Fourth Year Registered Trainee**

**90% of Bulldozer Rate**

## **SURVEY CREW TRAINEE SCHEDULE**

**First Year Rodmen and Chainmen**

**70% of classification rate**

**First Year Instrumentman Trainee Rate**

**Fifty cents (\$.50) less than Instrumentman classification**

## **FIELD MECHANIC TRAINEE SCHEDULE**

**First Year**

**50% of Class "B" rate**

**Second Year**

**60% of Class "B" rate**

**Third Year**

**70% of Class "B" rate**

**Fourth Year**

**80% of Class "B" rate**

Only those individuals who have obtained a two (2) year Associates Degree, from an accredited school, will be accepted into this program. If the Mechanic Trainee is required to

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have a CDL license, he/she will be paid a 10% incentive above the percentages listed above. After successful completion of the fourth year, the Mechanic will be paid at the appropriate Class "B" or Class "A" rate.

## **SPECIAL RATES**

For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "Industrial and Building Site Work, Power Plant, Amusement Park, Athletic Stadium Site Work and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work," the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).

## **EXHIBIT "B"**

### **AFFIRMATIVE ACTION PROGRAM**

1. Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion or national origin.

2. The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment; upgrading; demotion or transfer; recruitment and recruitment advertising; lay-off or termination; rate of pay and selection for all types of training.

3. In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

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## **A. APPRENTICESHIP**

The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers Apprenticeship Program:

1. Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies and state employment offices.

2. Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.

3. Notify all interested agencies and parties thirty (30) days prior to the period for taking applications; and making such interested agency or parties aware of the nature of all tests in order to facilitate a proper pre-test educational effort.

4. Provide application forms for apprenticeship and adequate instruction for properly preparing same upon request, during recruitment period at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.

5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation and mechanical skills suitable for the craft of Operating Engineer.

6. May have the test administered by an agency other than the Operating Engineers Apprenticeship Program and uniformly and numerically graded.

7. Interview sufficient applicants personally by teams consisting of one representative of Management and one of the Union who shall independently grade each applicant individually and then average the scores.

8. When an applicant fails to achieve acceptance, the Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.

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9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a Participating Employer, the Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures as well as the operation and maintenance of the same and teach him/her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.

10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:

A. Having management supervision on the job make every effort to assist and encourage minority group apprentices and to welcome such individuals to the job;

B. Have each apprentice and pre-apprentice trainee assigned to a Journeyperson Operating Engineer for help and assistance, and

C. Have Union officers inform the membership of the importance of making welcome all minority groups into the Union, and

D. The education, training requirements and disciplines of registered apprentices shall be governed by the Apprenticeship Joint Apprenticeship and Training Committee and Standards.

## **B. JOURNEYPEPERSONS**

1. The parties will undertake a joint training program to assure equal opportunity to all journeypersons who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.

2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the

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reasons for such determination shall be noted in writing and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.

3. Each member of the Local will be advised of this Agreement and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program by any Contractor shall be accepted in lieu of that portion of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

The parties shall from the date of this Agreement, when required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

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## **EXHIBIT "C"**

### **SURVEY CREW PROVISIONS**

The following provisions for Survey Crews are additions or amendments to the Master Agreement:

#### **1. UNION SECURITY**

Provisions of Article II, Paragraphs 8 and 9 of the Field Agreement shall apply to all employees except to Party Chiefs as provided below.

#### **PARTY CHIEFS**

Subject to the provisions and limitations of the National Labor Relations Act, as amended:

A. All Party Chiefs who are members of Local 18 or its branches of the International Union of Operating Engineers on the effective date of this Agreement, or who have been members of Local 18 or its branches within the past twelve (12) months shall become and remain members of Local 18 in good standing as a condition of employment.

B. Any bargaining unit employee promoted to or who becomes a Party Chief subsequent to the effective date of this Agreement shall remain a member in good standing of Local 18.

C. Any Party Chief hired subsequent to the effective date of this Agreement shall become and remain a member in good standing of Local 18, on or after the eighth (8th) day following the beginning of his/her employment as a Party Chief.

D. Licensed Surveyors, Registered Engineers, or Employees with Associate Degree in Surveying from an accredited school, may be excluded from the provisions covering wages, hours and conditions of employment contained in the Agreement.

E. It is agreed a letter was given to the Labor Relations Division of the Ohio Contractors Association, by Local 18 and its branches of the International Union of Operating Engineers, making provisions for special coverage for Party Chief wage payment including fringes for contractors who have, prior to the date of this Agreement, included such Party Chiefs on management payroll.

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## **2. HIRING AND LAYOFF PROCEDURES**

A. The Employer shall be required to hire through the Union referral the Instrumentman, Rodman and Chainman, except if the Union has no registered applicant who has one (1) year or more experience as an Instrumentman, Rodman or Chainman. If the Union cannot furnish an Instrumentman, Rodman or Chainman, then the Employer may employ such persons directly. When the Union is unable to furnish through the referral applicants with at least one (1) year's experience, the Employer may employ Trainees and pay at the rate listed in Exhibit A Wage Classifications and Rates of Pay.

B. The Employer will notify the Union District Office of all new employees hired outside of the referral on the date the employee starts to work. The Union shall furnish to the Employer individual employment record forms and the Employer will require all newly hired employees to fill out such forms. The Employer shall mail such employment record forms to the appropriate Union District Office within three (3) days of the hiring of the new employee.

C. Providing the employment is in accordance with the Agreement, the Union shall, at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees.

D. The size of the Field Survey Crew will be determined by the Employer.

E. When an Employer has need for a Survey Crew, the crew shall be hired in the order of: Party Chief, then Instrumentman, Chainman and Rodman, if qualified.

F. Layoffs shall normally be made in the reverse order of hiring, except it is understood an Employer who employs more than one (1) Survey Crew may transfer his more skilled personnel to another Crew without regard to classification and retain his more skilled personnel during layoff; i.e., a Party Chief or Instrumentman may be retained as a Rodman or Chainman on a Crew other than the Crew in which they had worked during the year.

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G. The Rodman and Chainman will be on weekly-pay guarantee May 1 through November 1 only. November 1 through April 30 the Rodman and Chainman will be on either the hourly-pay or day-pay guarantee.

## **EXHIBIT "D"**

### **PERMANENT SHOP PROVISIONS**

*The following provisions for employment of Permanent Shop employees by the Employer are additions or amendments to the Master Agreement.*

#### **1. Work Scope**

The Agreement shall cover all maintenance work performed in the Employer's home base Permanent Shop, but shall not cover employees working as clerks or supervisors. Full-time Parts Countermen shall be included in this bargaining unit.

To qualify as a Permanent Shop for purposes of this Agreement, any Employer may qualify his operation as "permanent" by evidence of employing full-time Mechanics, Welders, Parts Men, Janitors or any combination thereof on an annual basis at a specific geographical location.

It is agreed that the provisions of Article XII, Paragraph 92, Page 39 of the Master Agreement, shall be incorporated into and applied to multiple shift operations at all Permanent Shop locations.

#### **2. Hiring Procedure**

A. The Employer may hire employees in a manner determined by the Employer. However, the Employer may call the Union for employees and the Union will use its best efforts to supply qualified employees when requested to do so. Newly hired employees will be required to complete a questionnaire furnished to the Employer by the Union, and the Employer shall mail within three (3) days of hire a copy of the questionnaire to the appropriate Union District Office.

B. Yearly review: The Employer shall conduct a merit review of its Employees in the Permanent Shop no less than annually. If the annual review is not conducted, and after the request of the Employee, the Employer shall conduct such review within sixty days or the Employee shall automatically

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progress to the next class. The Employer shall advise the Employee, at the meeting called for that purpose, of the Employee's progression within the company. The Employee may, at his/her option, invite a union business representative to be present during the interview.

C. If an employee is laid-off he/she shall have recall rights for up to one (1) year after initial lay-off, provided he/she has the experience and qualifications as determined by the Employer to do the job.

### **3. Union Security**

All present employees who have been with the company for sixty (60) days or longer who are not members of the Local Union shall become and remain members in good standing of any one of said Locals as a condition of employment, on and after the eighth (8th) day following the effective date of this sub-section. Any employee with less than sixty (60) days service with the company at the date of this Agreement, or any employee hired after the effective date of this Agreement shall become and remain a member in good standing with any of the said Local Unions as a condition of employment on or after the sixtieth (60th) day following the date of hire.

### **4. Vacancies**

Employer may fill vacancies by promotion.

### **5. Transfers**

## **TRANSFER OF SHOP MECHANICS TO FIELD**

Permanent Shop Mechanics may not transfer to field operations except on a temporary basis as follows:

A. The Employer must notify the Union of the duration of said transfer.

B. The Shop Mechanic must work in conjunction with the Field Mechanic on all overtime work.

C. The Shop Mechanic who is working in the field on a temporary basis shall receive the greater of the field rate or the Permanent Shop rate.

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D. When an Employee is requested to go to work outside of the home base Permanent Shop, the Employee shall be paid for time spent in traveling at his/her regular home base Permanent Shop rate or overtime rate as the situation requires.

E. If an Employee is dispatched from his/her home to a job, any travel time after one hour shall be compensated by the Employer.

### **TRANSFER OF FIELD PERSONNEL TO SHOP**

Any Field Mechanic who works in the shop on a temporary basis (winter months, November 1 through May 1), will be paid the appropriate shop wage rate, but fringes shall be paid on the basis of the Master Agreement.

#### **6. Overtime Provisions**

Eight (8) hours of work shall constitute a normal day's work and forty (40) hours shall constitute a week's work. Employees shall work overtime hours when requested to do so by the Employer and they shall receive time and one-half (1-1/2) for any hours worked in excess of eight (8) hours per day, or forty (40) hours in any one week, whichever is greater, but not both.

An Employer may, however, have the option of working a four-ten hour schedule at straight-time rates (Monday through Thursday). No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive, in addition to wages and fringes for hours worked in a four-ten schedule, an additional ten (10) hours wages and fringes at straight-time rates for the holiday, except when the holiday falls on Friday, in which case the employee will receive eight (8) hours wages and fringes for the holiday. If the Employer elects, upon notification to work a four-ten hour week schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten schedule must be by the week. No Friday make-up day is allowed.

An employee shall be paid time and one-half (1-1/2) for work performed on Saturday except if an employee is

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absent through the work week for unapproved reasons, in which case the employee will be paid only on the basis of overtime over eight (8) hours per day or over forty (40) hours per week, whichever is greater. An employee may be required to show proof of illness by securing a doctor's statement.

Double time the regular rate shall be paid for all work performed on Sunday and holidays listed in this Agreement.

**7. 40 Hour Guarantee**

Workmen employed under the terms of this Agreement commencing work on Monday shall be guaranteed forty (40) hours work for that week. Employees starting on Tuesday, thirty-two (32) hours; Wednesday, twenty-four (24) hours, etc. Any employee to receive the weekly guarantee must report for work each day at starting time and remain on the job for the time requested by the Employer.

**8. Health and Welfare Payments**

Employers will pay Health and Welfare payments as outlined under terms of the Master Agreement and as also outlined in EXHIBIT "D" wage scale.

**9. Pension**

Shop employees who presently are having pension payments made to the Ohio Operating Engineers Pension Program will continue to have such payments made by their Employer.

It is agreed the Employer shall make appropriate payments to the Central Pension Fund of the Operating Engineers for each hour paid to any shop Employee.

**10. Apprenticeship**

No Apprenticeship fringe payments are required for shop employees except as specified herein.

**11. Education and Safety Fund**

Employers are required to pay to the Education and Safety Fund as outlined under the terms of the Master Agreement to be effective on the date of ratification of the Shop Agreement.

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## **12. Paid Holidays**

It is agreed employees with the company shall be eligible for eight (8) hours pay at their regular rate for the following holidays;

New Year's Day  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

providing the following eligibility rules are met:

1. The employee has sixty (60) calendar days of home base Permanent Shop employment with the Company.

2. The holiday is celebrated on a work day, Monday through Friday. (Holidays falling on Sunday normally are observed on Monday.)

3. Employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday except it is understood that if the holiday falls during an employee's vacation period, he/she shall be paid for the holiday.

It is understood that holiday pay shall not be counted as hours worked for purposes of overtime pay.

All work performed on one of the holidays listed herein shall be paid at the rate of double time.

## **13. Vacation Pay**

An employee who has at least one (1) year continuous service, but less than two (2) years service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to one (1) week vacation with pay for the year. One (1) weeks pay shall be for forty (40) hours at the employee's regular rate of pay at time of his/her vacation.

An employee who has at least two (2) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to two (2) weeks vacation with pay for the year. Two (2) weeks pay shall be eighty (80) hours at the employee's regular rate of pay at time of his/her vacation.

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An employee who has at least ten (10) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to three (3) weeks vacation with pay for the year. Three (3) weeks pay shall be 120 hours at the employee's regular rate of pay at time of his/her vacation.

One (1) year continuous service shall be defined as ten (10) months employment within a twelve (12) month period.

Employees who have had at least one (1) year of continuous service as defined above, and whose employment is terminated for any reason shall be paid for all vacation earned but not received on a 1/12 pro rata basis for each full month of employment during the year. An Employee who leaves the employ of the Employer by voluntary resignation shall be eligible for unearned vacation pay only if thirty (30) days advance notice is given.

Vacation schedules shall be determined by the Employer and must necessarily be dependent upon operating conditions. Effort will be made, however, to schedule vacations during a period convenient to Employees. Employees may state their first, second and third choices of time they wish to take their vacation.

#### **14. Insurance for Employees' Tools**

Shop Mechanics shall use their own tools to the extent customary in the trade and as outlined in provisions of the Master Agreement. The Employer shall replace or repair any tools that are (1) stolen in a proven theft when the tools are on Employer property, or (2) broken when performing work under this Agreement, provided the Shop Mechanic complies with the conditions of this paragraph. All Shop Mechanics shall provide the Employer with an up-to-date tool inventory list to their supervisor. This list shall be reviewed and subject to

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approval by the supervisor of the Shop Mechanic. If a tool is not listed on this list, it shall not be eligible for repair or replacement. The Employer will provide direct replacement for the tools, or the toolbox caster, on the tool inventory list from those vendors that the Employer deals with on a regularly scheduled basis. Should the vendors that regularly supply the Employer be unable to supply a like-quality tool, or the Shop Mechanic chooses not to change brand names, then that Shop Mechanic may purchase or replace the tool on his/her own and be reimbursed upon submission of proof of purchase to the Employer. Tools and/or toolboxes which are stolen, destroyed by fire or by acts of God on the conduct of the Employer's authorized business or from locked authorized vehicles, as evidenced by proof of loss in a police report shall be replaced by the Employer on a twenty-four (24) hour basis unless the Shop Mechanic decides to utilize another source than the regularly scheduled vendors of the Employer.

#### **15. Wage Rates**

Wage Zone 1 shall include the counties of Cuyahoga, Lake, Geauga, Summit and Portage.

Wage Zone 2 shall include all remaining counties of Ohio except Mahoning, Trumbull and Columbiana, and shall include counties of Boone, Campbell, Pendleton and Kenton in Kentucky.

Any present employee working under this Agreement shall not suffer a reduction in rate classification and shall receive any wage increase negotiated added to their existing rate.

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**EXHIBIT "D" Permanent Shop Provisions****Wage Schedule**

Following are wage zones, rates and classifications which are effective on dates shown:

|                                  | <b>ZONE I</b>         |                 |                 |
|----------------------------------|-----------------------|-----------------|-----------------|
|                                  | <b>PERMANENT SHOP</b> |                 |                 |
|                                  | <b>5/1/2007</b>       | <b>5/1/2008</b> | <b>5/1/2009</b> |
| <b>Shop Maintenance Engineer</b> |                       |                 |                 |
| Class A                          | \$21.79               | \$22.39*        | \$22.99*        |
| Class B                          | 21.08                 | 21.68*          | 22.28*          |
| Class C                          | 20.36                 | 20.96*          | 21.56*          |
| Class D                          | 19.09                 | 19.69*          | 20.29*          |
| Class E                          | 17.80                 | 18.40*          | 19.00*          |
| Class F                          | 16.55                 | 17.15*          | 17.75*          |
| Class G                          | 15.04                 | 15.44*          | 15.84*          |
| Class H                          | 13.73                 | 14.13*          | 14.53*          |
| Class I                          | 12.44                 | 12.84*          | 13.24*          |
| Class J                          | 11.36                 | 11.76*          | 12.16*          |
| <b>Parts Counter Man</b>         | 14.67                 | 15.07*          | 15.47*          |
| <b>Janitor</b>                   | 11.62                 | 12.02*          | 12.42*          |
| <b>H &amp; W</b>                 | \$5.91                | \$6.31          | \$6.66          |
| <b>Pension</b>                   | 2.10                  | 2.10            | 2.10            |
| <b>E &amp; S</b>                 | .04                   | .04             | .04             |
| <b>Contractor Dues</b>           | .14                   | .14             | .14             |
| <b>OCIA Fund</b>                 | .05                   | .05             | .05             |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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| <b>ZONE II</b>                   |                 |                 |                 |
|----------------------------------|-----------------|-----------------|-----------------|
| <b>PERMANENT SHOP</b>            |                 |                 |                 |
|                                  | <b>5/1/2007</b> | <b>5/1/2008</b> | <b>5/1/2009</b> |
| <b>Shop Maintenance Engineer</b> |                 |                 |                 |
| Class A                          | \$21.52         | \$22.12*        | \$22.72*        |
| Class B                          | 20.77           | 21.37*          | 21.97*          |
| Class C                          | 20.08           | 20.68*          | 21.28*          |
| Class D                          | 18.86           | 19.46*          | 20.06*          |
| Class E                          | 17.53           | 18.13*          | 18.73*          |
| Class F                          | 16.24           | 16.84*          | 17.44*          |
| Class G                          | 14.72           | 15.12*          | 15.52*          |
| Class H                          | 13.43           | 13.83*          | 14.23*          |
| Class I                          | 12.10           | 12.50*          | 12.90*          |
| Class J                          | 11.08           | 11.48*          | 11.88*          |
| Parts Counter Man                | 14.37           | 14.77*          | 15.17*          |
| Janitor                          | 11.31           | 11.71*          | 12.11*          |
| H & W                            | \$5.91          | \$6.31          | \$6.66          |
| Pension                          | 2.10            | 2.10            | 2.10            |
| E & S                            | .04             | .04             | .04             |
| Contractors Dues                 | .14             | .14             | .14             |
| OCIA Fund                        | .05             | .05             | .05             |

\* In the second and third years, monies may be diverted from the wage packages in Schedules I, II and the Permanent Shop to fringe benefits, if needed.

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AND

LABOR RELATIONS DIVISION  
OF THE  
AGC OF OHIO



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**EMPLOYERS**

**LABOR RELATIONS DIVISION  
AGC OF OHIO**

**1755 N.W. Boulevard  
Columbus, Ohio 43212  
(614) 486-6446  
FAX: (614) 486-6498**

**Richard Hobbs  
Executive Director**

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II

**DIRECTORY****OFFICERS, SPECIAL REPRESENTATIVES**

Local 18 and its Branches  
Headquarters Office  
3515 Prospect Avenue  
Cleveland, Ohio 44115  
216-432-3138  
FAX: 216-432-0370

James H. Gardner  
Business Manager

Thomas E. Louis  
President

Larry F. Miller  
Vice President

Patrick L. Sink  
Recording-Corresponding Secretary

Larry G. Reynolds  
Financial Secretary

Charles W. Scherer  
Treasurer

Patrick L. Sink  
Special Representative

Mark A. Totman  
Legislative Representative

III

**DISTRICT NO. 1**

Covering the following counties in Ohio:

Ashtabula  
Cuyahoga  
ErieGeauga  
Huron  
Lake

District Representatives

Steve DeLong

Jeff Milium  
William KrinekSteven Mayor  
Premo Panzarello

Donald Taggart

3515 Prospect Avenue, Cleveland, Ohio 44115

Office: 216-432-3131

FAX: 216-432-3135

**DISTRICT NO. 2**

Covering the following counties in Ohio:

Allen  
Defiance  
Fulton  
HancockHardin  
Henry  
Lucas  
OttawaPaulding  
Putnam  
Sandusky  
SenecaVan Wert  
Williams  
Wood

District Representatives

Charles Lafaso, Jr.

Gary Siesel

Andrew Myers

Steve Heckler

2412 South Reynolds Road, Toledo, Ohio 43614

Office: 419-865-0221

FAX: 419-865-0601

IV

**DISTRICT NO. 3**

Covering the following counties in Ohio:

Crawford  
Delaware  
Fairfield  
FranklinHocking  
Knox  
LickingMarion  
Morrow  
Muskingham  
Perry  
Pickaway  
Union  
Wyandot

District Representatives

Larry F. Miller

Tommy Thompson  
Greg KingsburyRolland Llewellyn  
Larry Bodner  
Mark Totman, Legislative Representative

1188 Dublin Road, Columbus, Ohio 43215

Office: 614-486-5281

FAX: 614-486-7258

**DISTRICT NO. 4**

Covering the following counties in Ohio:

Auglaize  
Butler  
Champaign  
ClarkClinton  
Darke  
Fayette  
GreeneLogan  
Madison  
Mercer  
Miami  
Montgomery  
Preble  
Shelby  
Warren

District Representatives

Richard Dalton

Louis Monnin

Scotty Clark

6051 N. Dixie Drive, Dayton, Ohio 45414

Office: 937-890-5914

FAX: 937-890-5180

MAILING ADDRESS: P.O. Box 13462, Northridge Branch  
Dayton, Ohio 45413

V

## DISTRICT NO. 5

Covering the following counties in Ohio:

|          |          |           |         |
|----------|----------|-----------|---------|
| Adams    | Gallia*  | Lawrence* | Ross*   |
| Athens*  | Hamilton | Meigs*    | Scioto* |
| Brown    | Highland | Morgan*   | Vinton* |
| Clermont | Jackson* | Pike*     |         |

Covering the following counties in Kentucky:

Boone, Campbell, Kenton, Pendleton

District Representatives

Larry G. Reynolds

Bill Burdett

Gerald Hall

9730 Reading Road (Cincinnati) Evendale, Ohio 45215

Office: 513-733-5575

FAX: 513-733-4672

\*Counties served through District No. 3, Columbus office

Office: 614-486-5281

FAX: 614-486-7258

## DISTRICT NO. 6

Covering the following counties in Ohio:

|           |           |          |            |
|-----------|-----------|----------|------------|
| Ashland   | Harrison  | Noble    | Summit     |
| Belmont   | Holmes    | Portage  | Tuscarawas |
| Carroll   | Jefferson | Richland | Washington |
| Coshocton | Monroe    | Stark    | Wayne      |
| Guernsey  |           |          |            |

District Representatives

Ken Triplett

Tom James  
Joe Lucas

Steve DiLoreto  
Floyd Jeffries

1707 Triplett Boulevard, Akron, Ohio 44306

Office: 330-784-5461

FAX: 330-784-8827

VI

VII

## LOCAL 18S STATIONARY ENGINEERS

Representatives

David Arms  
Scott Peters

Charles W. Scherer  
Andrew Smith

3515 Prospect Avenue

Room 206

Cleveland, Ohio 44115

Office: 216-432-2688

FAX: 216-432-0796

**AGREEMENT**

**Between**

**The AGC OF OHIO  
Labor Relations Division**

**which may be referred to hereinafter  
as the "Association"**

**and**

**THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS  
LOCAL 18 AND ITS BRANCHES, (AFL-CIO)  
referred to hereinafter as the "Union"**

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein through their authorized agents, to wit:

That, whereas, the parties desire to stabilize employment and promote efficiency in the Construction Industry, agree upon wage rates, hours and conditions of employment, and to eliminate strikes, boycotts, lockouts and stoppages of work, and

Whereas, the Union and the Employer shall, through the issuance of working rules and regulations to the workmen, inform them of the terms of this Agreement and enforce compliance with the terms thereof, and

Whereas, the Employers agree to recognize and subscribe to the approved referral system as adopted by the International Union of Operating Engineers, Local 18.

Now, therefore, the undersigned Association and the Union agree as follows:

## ARTICLE I

### GEOGRAPHICAL JURISDICTIONAL AREA

1. The provisions of this Agreement shall govern employment of and conditions under which employees shall work and rates of pay they shall receive on work in Building Construction, in the following geographical area.
2. All counties in the State of Ohio except Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Medina, Lorain, Columbiana, Mahoning and Trumbull, and including Boone, Campbell, Kenton and Pendleton counties in Kentucky.
3. "Building Construction" work is defined as the erection and construction of building structures, including modifications thereof, or additions or repairs thereto intended for use for shelter, protection, comfort or convenience and demolition of same. Building Construction shall also include the excavation and foundations for Building Construction.

### SCOPE

- A. "Industrial and Building Site" work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level.
- B. "Power Plant, Amusement Park, Athletic Stadium Site" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site.
- C. "Sewage Plant, Waste Plant and Water Treatment Facilities Construction" work is defined as all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control processes.

D. Any work under A, B and C above awarded subsequent from the effective date of this Agreement, then the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

## ARTICLE II

### RECOGNITION, SECURITY, PROVISIONS & LIMITATIONS

4. **Recognition**—The Association hereby recognizes the Union as exclusive collective bargaining agent for all Operating Engineers (within the geographical jurisdictional area stated in Article I), and the Union recognizes the Association as the exclusive collective bargaining agent for all Employers of the Operating Engineers (within the geographical jurisdictional area stated in Article I), and it is mutually acknowledged that each has acted as such agents continually for more than the past twenty years, and that now and over such period each has been so recognized by appropriate departments or agencies of both federal and state governments.

The persons, firms, corporations, joint ventures or other business entities bound by the terms of this Agreement are referred to in this Agreement as "Employer" or "Employers". The Employers and the Union by entering into this Agreement intend to and agree to establish a single multi-employer collective bargaining unit. Any Employer who becomes a party to this Agreement shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement.

Employers covered by this Agreement shall be free to designate their own representatives for the purpose of collective bargaining and contract administration; however, such designation shall not affect the Employer's membership in the collective bargaining unit established by this Agreement.

5. **Liabilities**—This Agreement is negotiated by the AGC of Ohio Labor Relations Division, acting as negotiating representative for its members and for any breach of this Agreement the liability of an Employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent acting

without liability for the acts of its individual members or other Employers within the stated geographical jurisdictional area.

**6. Provisions and Limitations**—All members of the AGC of Ohio Labor Relations Division, and such other persons, firms or corporations who, as an Employer, become signatory to this Agreement, shall be bound by all of its terms and conditions, as well as any amendments which may be negotiated between the AGC of Ohio Labor Relations Division, and the Union. It is expressly understood that all Employers are bound to the terms and conditions of this Agreement are required to pay the amounts as indicated in Article IV to the appropriate Fringe Benefit Programs.

**7. Management Rights**—The operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Employer.

**8. Nondiscrimination**—It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio and the Commonwealth of Kentucky and Lawful Orders thereof relative to nondiscrimination and fair employment practices. The Employer and the Union shall not knowingly discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or Apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

**9.** Further, the Employer and Union agree to adopt and embrace the Pact of 10 July 68 executed under provisions of the Executive Order 11246 and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations revised; an Affirmative Action Program to implement all provisions of applicable federal regulations to assure nondiscrimination in employment, upgrade, demotion or transfer, and recruitment advertising, layoff or termination, rates of pay and selection for all types of training as evidenced in Exhibit "B" attached hereto as if they had originally negotiated the same.

**10. Jurisdiction of Work**—In accordance with the terms of this Agreement, the Employer shall employ Operating Engi-

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neers for the erection, operation, assembly and disassembly and maintenance and repair of the following construction equipment regardless of motive power: Air Compressors, Batch Plants, Boilers, Cableways, Derricks, Finishing Machines, Pumps, Trucks, Crawlers, Locomotive and Tower Cranes; Concrete Mixers and Concrete Mixing Plants, Hoes, Shovels, Pile Drivers, Tractors, Scrapers, Endloaders, Hoists and all like equipment, within the jurisdiction as assigned to the Union by the American Federation of Labor. It is further understood that all equipment for which classifications and wages have been established in this Agreement, and including that equipment for which classifications and wage rates may hereafter be established, shall be manned, when operated on the job site, by a member of the International Union of Operating Engineers, and paid the rates as specified in this Agreement.

**11.** Operating Engineers shall be employed to do all pipe fitting and all burning and welding necessary for the preparation and maintaining of equipment operated by members of the Union.

**12.** Operating Engineers shall be assigned to all work performed in connection with the installation, fueling, starting and stopping, repair, maintenance and operation of the below listed small equipment:

Compressors of 185 CFM or less (not discharging into a common header)  
Heaters  
Welding machines of 300 amp or less  
Gas or diesel driven pumps 4" and under (or one 6" pump)  
Generators of 15 KW or less  
Conveyors 18" belt or less

A combination up to five (5) pieces of the above equipment shall, when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an

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Operating Engineer at the Class "E" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

An Operating Engineer shall be assigned to all work performed in connection with the installation, maintenance, repair and starting and stopping of electric submersible pumps. Necessary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty; no full-time Operator is required.

Work in the servicing and maintaining of self-contained, mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew or Oiler. Equipment operator employees shall be required to carry sufficient tools to make minor adjustments on the equipment they operate.

**13. Dewatering Systems—A "Dewatering System" is defined as a combination of one or more pumps of any type, size or motive power with combined discharge capacity of over 4", including but not limited to, well-point pumps, submersible, well pumps, ejector or educator pumps in combination with wells, well-points, sumps, piping and/or other appurtenances irrespective of motive power to control water on any and all types of construction work. The complete installation, operation and necessary maintenance work, including all piping, shall be performed by Operating Engineers. A Dewatering System shall be operated by Pump Operators at all times the Dewatering System is in operation unless otherwise agreed at the Pre-Job Conference or with the Union.**

**14. The Union will at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees to operate, maintain and repair equipment in accordance with the terms and conditions of this Agreement.**

**15. Pre-Job—It is agreed that upon the request of either party a Pre-Job Conference shall be held prior to commencing work. In case of a necessary emergency start of the construction job, the Pre-Job Conference shall be held as soon as possible after the start of work. It is further agreed that upon the awarding of any building contract of \$500,000.00 and over, the**

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successful contractor will immediately notify the Union when it has been awarded the contract. It is further agreed the Union may request, receive and hold a Pre-Job Conference with the employer on an individual basis.

Before the start of any project containing known hazardous waste materials, there will be a pre-job held. The Employer must notify the Union five (5) days prior to starting work on the project. Failure to do so, the Union has the right to withhold its services until such time a pre-job is held.

**16. Following are the items which will be discussed at the Pre-Job Conference:**

**A. The Employer will advise the Union Representative of the Employer's requirements of necessary employees in the classification of work under this Agreement, and the Union will determine and advise the Employer of the ability of the Union to fulfill such requirements when requested.**

**B. Work schedules.**

**C. Questions of jurisdiction and assignment of work.**

**D. The Employer agrees that whenever possible at such Pre-Job Conference they will notify the Union of any subcontracts let by the Employer, the names of the subcontractors, and the nature of the work to be performed by the subcontractors. The Union may request a subcontractor to meet with the Union and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original Pre-Job Conference for the project. It is understood and agreed that no agreement may be made at the Pre-Job Conference which will in effect change, modify or abrogate the Labor Agreement in effect between the two parties hereto.**

**17. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Local Unions above stated on the effective date of this sub-section shall remain members of the Local Unions in good standing as a condition of employment.**

**18. All present employees who are not members of the Local Unions and all employees who are hired hereafter shall become and remain members in good standing of any one of**

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said Locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section or following the beginning of their employment, whichever is later.

19. The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may discharge any employee whose work is unsatisfactory or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety and protection of his employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XIV, Paragraphs 121, 122 and 123 of this Agreement. Intoxication and/or assault committed on the job site shall be cause for immediate discharge.

20. The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools or labor-saving devices. The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned by the AFL-CIO, will be respected and all Operating Engineer work will be performed by an Operating Engineer, and it is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible. It is agreed that a fair day's work shall be given for a fair day's pay.

21. The Employer may shift during a work day an Operating Engineer from one piece of hourly rate of pay equipment to another hourly rate of pay piece of equipment without limitation from same job site providing the shifting does not interfere with another Operating Engineer's work day. This condition also pertains to weekly-pay equipment. However, there shall not be any intermixing with weekly-pay equipment to hourly-pay equipment. The Operating Engineer will be paid the highest rate for the day.

The District agent in each district, in order to maintain our jurisdiction, will make jobs as efficient and productive as possible.

22. If an Employer violates Paragraph 21, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wage and fringe benefits from the first day of violation.

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23. The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes and such other duties as he may have to perform. The representative will report to the job supervisor before visiting the project.

#### STEWARD

24. The Union may, when it believes it necessary, appoint a Steward whenever possible from Operating Engineers working on the Employer's job and the Union District Representative will, when making such an appointment, notify the Employer. The Steward shall perform full-time work for the Employer and he/she shall be subject to the same rules, rights and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, slowdown of work or perform any other action which would be in violation of this Agreement.

25. The Employer agrees that each new employee shall report to the job Steward before starting work if a Steward has been appointed for that particular Employer's job. The Steward shall be allowed sufficient time during working hours to perform all normal duties required of a Steward. No Steward shall have job priority but will be laid off in the same manner as any other Operating Engineer upon completion of his/her particular job assignment; twenty-four (24) hour notice to the Union prior to his/her lay off is required to give the Union time to select another qualified Steward to replace the laid-off Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

#### SAFETY

26. The Union and the Employer will cooperate in the establishment of a safety program. At the Pre-Job Conference by mutual agreement, the wearing of safety hats may be made a condition of employment. All safety equipment required by the project owner or manager will be at no cost to the employee, except work shoes of any type. Both the Employer and employees shall comply with the applicable state safety codes and any other applicable government or civil regulations pertaining to safety. It is expressly understood that if the employ-

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ees' immediate health and safety are involved, the Union through its representative may order discontinuation of operations until satisfactory results are obtained.

#### TRAINING

27. The Safety Training Passport 16-hour program will be made available to all union members by the Union at no cost to the Employer. The program will consist of:

- Safety Awareness as required by OSHA 29CFR 1926.21
- Fall Protection as required by OSHA 29CFR 1926.503
- Hazard Communication as required by OSHA 29CFR 1926.59

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training.

28. Within forty-eight (48) hours after an industrial accident occurs, the company shall have all necessary State Workers' Compensation forms available and completed on the Employer's part. A copy of the completed forms shall be sent to the Union's office in the district where the accident occurred.

29. All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an Operator is required to don a special protective suit and/or self-contained breathing apparatus at a private, state, federal or other designated toxic/hazardous waste site, the Employer will notify the Union district office. Reasonable dress-up time and clean-up time will be allowed. The first qualified bargaining unit employee on the job will be designated the steward-safety person, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered "safe zone" area shall be provided. There shall be wash-up facilities on all toxic/hazardous waste sites. When hazmat training credentials are required, the Operator will receive a \$.50 per hour premium added to his/her base rate.

On such projects, it is expressly understood that if the

employees' immediate health and safety are in danger, the employee may discontinue operations, without penalty, until satisfactory results are obtained, or until such time as a recognized safety agent shall declare the equipment or operation to be safe. All Operating Engineers employees shall be advised by the Employer prior to employment as to the nature of the known hazardous waste and possible resultant physical injuries as may be required by applicable law.

30. **DRUG TESTING:** The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new Operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the Construction Industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property or whose observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impairs the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of American Pathology Laboratory and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer and the Union. The employee shall be paid his/her regular hourly wage and fringes for time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio Operating Engineers Health and Welfare Program providing the employee confines his/her self to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program, he/she shall be removed from the Employer's job site; shall be prohibited from registering under Article III of the referral of this contract and shall not be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program, the employee may be restored to his/her original job with the Employer. If the employee is not restored to their original job, the employee will be allowed to register for work in the referral by registering a new work referral card. The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the District Representative monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee the right to maintain his/her referral card in the register and utilize the referral or if working, to be removed from work.

**31. Harassment Policy:** The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

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## ARTICLE III

### REFERRAL SYSTEM

**32.** Local 18 and its Branches, shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one office of the Union at any one time. All applicants will be registered in order of application, provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work. Registrations and re-registrations will be accepted during customary business hours. Applicants shall be classified in priority groups in accordance with the following criteria:

**GROUP A:** All applicants who have worked as Operating Engineers at least 360 days, 90 days or more per year during the last four (4) years, and have been employed for at least 960 days, 90 days or more per year during the last four (4) years on work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the State of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

**GROUP A PREFERRED:** Must have Group A eligibility. Group A registrants may voluntarily register in the Group A Preferred, however, registrants in this Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of referral from the Group A Preferred deck. Preferred A status employees will not be eligible for letter of request by the Employer: Welding Machines, Elevator, Conveyor, Pumps, Compressors, Generators, One Drum Hoist, Mono-Rail Hoist and Portable Heaters.

It is further understood and agreed that when the Employer employs Operating Engineers not currently in their employ for any machines listed in this section, the Employer shall call the referral office servicing his/her job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any

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Operating Engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

Workmen registering in this Preferred A Group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

**GROUP A RETIREES: Must have Group A eligibility.**

The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary choice.

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction industry source.

Upon retirement the retiree can only register in this group.

The Group A retirees will be referred to jobs only after the Group A classification and the Preferred A classification have been exhausted.

The Group A retirees will not be eligible for letter of request by the Employer.

**GROUP B:** Same as Group A, except that the employment shall have been at least 270 days, three (3) years of 90 days each. All fourth year Apprentices and Trainees shall be registered in this group.

**GROUP C:** All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the State of Ohio or any county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

**GROUP D:** All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

**GROUP E:** All other applicants and all first year Apprentices and Trainees shall be registered in this group.

**GROUP F:** All applicants who are "temporary employees."

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeyman certification become eligible for Group A.

When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinafter defined, and does not notify the Union Hall, the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

Any registrant requesting that their work registration card be placed on hold due to sickness or ill health must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness prevents the registered applicant from working as an Operating Engineer. A work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one hundred twenty (120) days. No registration cards will be placed in the hold position for illness less than a thirty (30) day duration. Any refusals of dispatches due to illness for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

33. In referring applicants, the following procedure shall be followed:

A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.

C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of such rejection. In the event a registrant is discharged by the Employer because of lack of sufficient ability, and he/she does not exercise his/her rights under the Referral Board of Review and Arbitration under Paragraph 37, the classification or equipment from which he/she is discharged shall be stricken from his/her referral record and he/she shall not be dispatched to a job in that classification or on that equipment until he/she has:

1. Taken training at his/her training site and has been certified, or

2. Has presented to his/her dispatch office a letter from a previous Employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the Employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of equipment in his employment.

D. When an applicant is actually employed, he/she shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until he/she has made application to the Board of Review and Arbitration provided for in Paragraph 37 of this Agreement, and shows good cause for his/her failure to give such notice.

E. When an applicant becomes employed, his/her name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one (1) day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fifteen (15) days (only one (1) fifteen (15) day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, he/she shall be restored to his/her previous position on the register when such employment terminates. Any applicant who quits employment or fails to show up for work assignment at starting time after being dispatched (provided he/she was dispatched the previous day), for whatever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until he/she puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before he/she is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the District Office in writing, before any referral, that he/she will not accept employment referrals in certain named

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counties within the District. If an applicant refuses a job referral for the second consecutive time, he/she shall lose his/her position on the register and go to the bottom of the list for his/her group.\* If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal.

F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.

In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$15.75 and another \$15.75 for each re-registration thereafter, provided that such fee shall not exceed \$16.75 in any consecutive thirty (30) day period and provided that such fee shall not apply to the following:

1. Members in good standing of Local 18 or its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and
2. Applicants for membership to Local 18 or its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their fees; and
3. Members in good standing of the International Union of Operating Engineers who are paying travel dues whose proportionate share of the cost of this referral system is met by the payment of their fees.

G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.

H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the

\*Does not apply to the Ohio or Kentucky Building & Light Commercial Agreements Referral.

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nearest available training site prior to being assigned a position on the referral list.

I. Subject to this referral system Employers may hire through this referral policy, by name, former employees who have resided for at least twenty-four (24) months in the State of Ohio or in any county contiguous thereto, and have been employed by the Employer making the request during the past twenty-four (24) months within the jurisdiction of this Agreement. The Employer must make the request to the appropriate Union District Office and the employee requested must be registered on the District referral list (Groups A through E).

Employers may hire through this referral policy by name Individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the District in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request. The request by name must be confirmed later in writing on the letterhead of the Employer and signed by either the Employer or the superintendent of the project.

Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union District Office from which the employee is to be transferred.

The Union agrees the transfer will be processed in an expedient manner.

J. The purpose of the referral system is to provide non-discriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event that the referral list is exhausted and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.

Applicants hired by the Employer under this procedure shall be known as "temporary employees," and will be subject

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to replacements. The Employer will notify the Union District Representative of the name, union affiliation (if any), date of employment and social security number of such "temporary employee." The Union will maintain a register of all such "temporary employees" and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group F.

Such "temporary employee" shall be subject to replacement by a qualified registered applicant under the procedure listed herein:

1. The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.

2. The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the temporary register.

K. When an Employer states requirements for special skills or abilities in his/her request for employee applicants, the Union shall refer the first applicant on the register possessing such skills or abilities, regardless of the place or classification of such applicant on the register. If a contractor requests or requires that the operator be a Certified Operator, verification of the operator's certification is the responsibility of the Employer. If the Employer notifies the Union in writing, within thirty (30) days of the employee's discharge, of an Operator who had been in his employment and who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom Local 18 has a contractual relation without a proper referral by Local 18 shall be discharged by the Employer when it is called to his attention.

34. Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or

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notifying the Union at any of its offices in the territory where the work is to be performed.

35. Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership, policies, or requirements. It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio, the Commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

The Union agrees to furnish an Employer, at his request, any statement or data required under any regulations referred to herein.

36. In addition to the above Registration Groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group is limited to applicants eligible for Group A of this referral and all fourth year Apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants' referral out of the Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar week or eight (8) days or less duration in a calendar month on equipment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the referral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide

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limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month—as a result of the Short Term Job Referral Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as herein described. Employment received as a result of the Short Term Job Group referral will not provide eligibility for Employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of the Group A, Preferred A and Group A Retirees except as modified above.

37. Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration consisting of one (1) representative of the Union, one (1) representative of the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

38. This statement as to referrals shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union; all offices of the Employer.

39. A Labor Relations Division Representative of the AGC of Ohio may inspect the referral register at the Union District Office at any time during normal office hours.

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40. All officers and business representatives of the Union who have had previous work experience in any one or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, he shall do so with the same preference as if he had continually worked at the trade and shall be eligible upon registration for Group A.

## ARTICLE IV

### FRINGE BENEFIT PROGRAMS

41. The fringe benefit provisions contained herein shall apply to all Employer members of the AGC of Ohio Labor Relations Division, and Employers who become signatory or bound by this Agreement, as well as any other Employer or Employer groups who become a party to an Agreement covering the fringe benefit programs set forth herein.

42. All Employers bound hereby agree to be bound by the Agreement and Declarations of Trust, as amended, establishing the Pension Fund, Health and Welfare Plan and Apprenticeship Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto, shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and Plan and their successors as their representatives for the purpose set forth in said Agreements and Declarations of Trust.

43. Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include holidays and reporting hours which are paid.

PENSION FUND: Effective May 1, 2000 is \$3.00 per hour.

HEALTH & WELFARE PLAN: Effective May 1, 1995 is \$3.61 per hour.

APPRENTICESHIP FUND: Effective May 1, 2000 is \$.45 per hour.

SAFETY TRAINING AND EDUCATIONAL TRUST FUND: Effective May 4, 1992 is \$.04 per hour.

The Union shall have the option of diverting all or any part of the increase scheduled for improvement of or payment of costs of any fund benefits provided under this Agreement; provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the office of the AGC of Ohio at least 60 days before the effective date of the scheduled change specifying in said notice the amount of change to be applied for this purpose in the fund benefit for which the money is to be used.

44. It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of monies to the AGC of Ohio's Construction Industry Advancement Program under paragraphs 106, et seq. and with respect to the Administrative Dues deduction under paragraph 111. Notwithstanding the foregoing authority allowing audits with respect to the AGC of Ohio's Construction Industry Advancement Program and the Administrative Dues deduction, the audits shall only be conducted in conjunction with the Fringe Benefit Funds or Plans referred to herein and shall not be conducted independently. The twenty-four (24) hour notice referred to in paragraph 45 (A) shall only be given for delinquencies to the employees Fringe Benefit Funds or Plan referred to therein.

45. Reports of employees who have worked the number of hours that they have been paid, and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports not

furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or part, and in addition to all other remedies, either in law, in equity, by contract or authorized by the aforementioned Agreements and Declarations of Trust, shall be available.

A. After the Trustees or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24) hours written notice at the address shown in the records of the Funds, Plan or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary until such delinquent payments are made or said audit is permitted, such action including but not limited to the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues, Article XIV notwithstanding.

B. In the event either the Union or the Trustees of any Funds or Plan may decide to utilize the grievance and arbitration procedure in this paragraph to collect delinquent contributions and liquidated damages to enforce any audit, or to obtain any report, the following procedure shall apply:

Unless the issue is resolved between the Employer and the party giving notice, within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan or Union, such party may refer the matter to an arbitrator to be named by the AGC of Ohio Labor Relations Division and by Local 18 of the International Union of Operating Engineers whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefor, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

46. In no event shall the foregoing provisions relating to Fringe Benefits be subject to or suitable for grievance and arbitration under Article XIV of this Agreement.

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47. The Employer must obtain an Insurance Payment Bond (IPB) payable to the Ohio Operating Engineers Fringe Benefit Program as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event that the Employer becomes delinquent in its payments and defaults thereon. If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union may withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly basis.

The Employer shall obtain said Insurance Payment Bond in amounts set forth below:

|         |                     |              |
|---------|---------------------|--------------|
| 1-10    | Operating Engineers | \$25,000.00  |
| 11-20   | Operating Engineers | \$50,000.00  |
| 21-50   | Operating Engineers | \$75,000.00  |
| Over 50 | Operating Engineers | \$100,000.00 |

## ARTICLE V

### WAGE RATES

48. The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes within the jurisdiction of the International Union of Operating Engineers, and as negotiated by and between Local 18 and its Branches of the International Union of Operating Engineers and the AGC of Ohio Labor Relations Division.

49. Exhibit "A" covering wage rates and classifications attached hereto is made a part of this Agreement.

50. It is agreed if equipment within the jurisdiction of the International Union of Operating Engineers is used by an Employer and if there is no appropriate classification listed under the wage schedules therein, then the Union and the Association negotiating committees will negotiate a new classification and rate of pay for such equipment within five (5) days.

51. The geographical jurisdiction of this Agreement will be zoned for wages only. Conditions of employment will be the same for all employees covered by this Agreement.

Zone I: Covering Portage and Summit counties only.

Zone II: Covering the counties of Lucas and Wood only.

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Zone III: Covering the counties of Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocot, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Mercer, Meigs, Miami, Montgomery, Monroe, Morgan, Morrow, Muskingum, Noble, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, and Wyandot. In Kentucky, the Counties of Boone, Campbell, Kenton and Pendleton.

## ARTICLE VI

### WEEKLY PAY AND HOURLY PAY CLASSIFICATIONS AND REPORTING PAY PROVISIONS

52. In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis:

Asphalt Plants  
Boiler Operators, Oiler/Helper, Registered Apprentices and Signalmen, when members of crew  
Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation)  
Cherry Pickers  
Cranes (all types)  
Derricks (all types)  
Draglines  
Dredges (dipper, clam or suction) 3-man crew  
Floating Equipment  
Gradalls  
Hoes (except when attached to farm or industrial type tractor or CAT 320 backhoes or equivalent and below)  
Hoists, with two or more drums in use  
Horizontal Directional Drill (over 500,000 ft. lbs. thrust)  
Maintenance Engineers (Mechanic and/or Welder)  
Master Mechanics  
Panelboard Operators (all types on site)  
Pile Drivers

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Power Shovels  
Rotary Drills (all), used on caissons for foundations and sub-structure work  
Side Booms  
Tug Boats

53. In all counties covered by ZONES I, II and III, the following classifications shall be employed on an HOURLY PAY basis (two (2), four (4), or eight (8) hours):

A-Frames  
Air Compressors, pressurizing shaft or tunnels  
Allen Screenshot Paver (concrete)  
Asphalt Pavers  
Backfillers and Tampers  
Backfillers  
Ballast Re-Locator  
Bar and Joint Installing Machines  
Barrier Moving Machine  
Batch Plant Operators  
Bobcat Type and/or Skid Steer Loader  
Boilers (15 lbs. pressure and over)  
Boom Trucks (all types)  
Buildozers  
Bull Floats  
Burlap and Curing Machines  
Cableways  
Cleriplanes  
CMI-type equipment  
Combination Concrete Mixers and Towers  
Compressors, on building construction  
Concrete Grinder/Planer  
Concrete Mixers  
Concrete Pumps  
Concrete Spreaders  
Conveyors, used for handling building materials  
Crushers  
Deckhands  
Directional Drill "Locator"  
Drum Firemen in asphalt plants  
Elevating Graders or Euclid Loaders  
Endloaders  
Farm-type Tractors, pulling attachments

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Finishing Machines  
 Fork Lifts (all types)  
 Forklift (rough terrain with winch/hoist)  
 Form Trenchers  
 Generators (except when furnishing power for hand tools)  
 Generators (sonic pile driving)  
 Gunite Machines  
 Helicopter Operators, hoisting building materials  
 Helicopter Winch Operators, hoisting building materials  
 Hoes, when attached to farm or industrial type tractors  
 Hoists (building construction)  
 Horizontal Directional Drill (less than 500,000 ft. lbs. thrust)  
 House Elevators (except those automatic call button controlled)  
 Hydraulic Gantry (lift system)  
 Hydro-seeders  
 Inboard, Outboard Motor Boat Launches  
 Kolman-type Loaders (dirt loading)  
 Laser Finishing Machines  
 Laser Screed and like equipment  
 Lift Slab or Panel Jack Operators  
 Lead Greasemen  
 Light Plant Operators  
 Locomotives (all types)  
 Man Lifts  
 Mixers, Paving (multiple drum)  
 Mobile Concrete Pumps, with booms (including oiler, etc.)  
 Mucking Machines  
 Mudjacks  
 Oilers, Helpers and Boiler Operators, when not members of a crew  
 One Bag Capacity Mixers, with slide loaders  
 Pavement Breakers (hydraulic or cable)  
 Pettibone-Rail Equipment  
 Plant Mixers (on site)  
 Post Drivers  
 Post Hole Diggers  
 Power Driven Heaters (oil fired)  
 Power Graders  
 Power Scoops  
 Power Sweepers  
 Power Scrubbers

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Prentice Loader  
 Pressure Grouting  
 Pressure Pumps (over 1/2" discharge)  
 Pump Operators, installing or operating well-points or other types of dewatering systems  
 Pumps (4" and over discharge)  
 Pumps (under 4" discharge)  
 Rail Tamper (with automatic lifting and aligning device)  
 Switch & Tie Tampers (without lifting and aligning device)  
 Tire Repairmen  
 Tractors, pulling sheepfoot rollers or graders  
 Trench Machines (over 24")  
 Utility Operators  
 VAC/ALLS  
 Vermeer-type Concrete Saw  
 Vibratory Compactors, with integral power  
 Welders (except electric machines)

54. In all the counties covered by ZONES I, II, and III, employees covered by this Agreement employed on a WEEKLY PAY basis reporting for work on Saturday, Sunday or holidays shall receive eight (8) hours straight time for reporting if no work is performed and they are not required to remain on the job; if they start to work, they shall receive eight (8) hours at premium time in accordance with Article VII.

They must report for work at starting time and, except as noted above, remain on the work for the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

55. When a machine having a forty (40) hour guarantee is laid up on a project site and the workmen are laid off and paid off, that machine cannot be started back to productive work on that project site unless it is laid up for one week (seven days) without calling back the workmen who had manned the machine and they shall be paid for the time they have been off, unless mutual agreement is reached between the Employer and the Union District Representative to permit employees to work on the weekly guarantee equipment during the seven (7) day "lay-up" period without penalty.

56. In all the counties covered by Zones I, II and III, employees covered by this Agreement employed on an

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HOURLY PAY basis, unless notified by the Employer not to report to work, shall receive two (2) hours' pay for reporting to work; if such operator does not start to work, he/she shall receive his/her two (2) hours' reporting time. An employee may be required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the Employer releases the employee prior to the end of the first hour. If the employee starts to work, he/she shall receive four (4) hours' pay; if the employee works over four (4) hours, he/she shall receive eight (8) hours' pay; for inclement weather only it will be 2-4-6-8 hours.

In all counties covered by Zones I, II and III, employees covered by this Agreement employed on an HOURLY PAY basis reporting to work on Saturday, Sunday or holidays, all conditions in this paragraph will apply and both reporting time and time worked will be paid for at the rate provided in accordance with Article VII. They must report to work at starting time to be entitled to reporting pay. Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement.

A. When an employee working on equipment with a weekly-pay guarantee and work with his/her equipment is completed on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the work on the project the first three days of the week. The Employer will notify the Union District Representative prior to application of this provision.

57. On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. Upon the Contractor's request to the Union Business Representative for a second day for special occasions, the Union gives the Representative authority to authorize a second day for the period of this contract.

58. All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.

59. Employees who are working for an Employer in other than their local residence area thereby necessitating

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them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid-off because of lack-of-work.

## ARTICLE VII

### PROVISIONS FOR PREMIUM RATE OF PAY

60. The week shall begin on Monday A.M. and shall end on Sunday P.M.

61. The regular starting time must be established for not less than one (1) week. Any time worked prior to the established starting time will be paid for at the applicable premium rate unless otherwise arranged through Union notification.

62. The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours. One and one-half (1-1/2) times the regular rate shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater, and including Saturday.

When an Employer performs clearance and excavation for site preparation for industrial or building sites, the Employer will pay the wage rates listed herein, all overtime will be performed at one and one-half (1-1/2) times the regular rate. Subject to Paragraph 118, all other conditions and provisions shall be as provided herein.

A. An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification to work a four-ten hour schedule, he shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) per week, whichever is greater. A four-ten work schedule must be by the week.

In addition to the above: It is agreed that when time is lost by the crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown or directions of the project owner, this time may be made

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up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis. All hours worked in excess of the forty (40) hours in the work week or ten (10) hours each day, shall be paid at the appropriate overtime rate of pay.

B. Any employee hired on any day of the week, Monday through Thursday, and who does not lose any time from the day of his/her initial hire until Thursday shall receive the overtime rate of wages for Friday, providing the crew is eligible for the premium rate for Friday.

C. Should any other trade on the project in the contractor's employ, working in conjunction with the Operating Engineers, receive premium pay on a Friday, the Operating Engineers would also receive premium pay for the Friday.

D. If the other basic crafts employed by your contractor on the project receives the overtime rate for the ninth (9th) and tenth (10th) hours, the Operating Engineers will also receive the overtime rate.

E. When an Employer works three (3) days or less in a week, premium time will be paid after eight (8) hours for each of the days, except for holidays, inclement weather or completion of the job.

F. Pay day will be on Thursday.

63. Double time will continue to be paid to any Operator who is complementing another trade that is receiving double time. All work performed by an employee on Sunday or holidays shall be paid at two times the regular rate established in this Agreement or any escalated rate that may be in effect.

64. No weekly pay employee covered by this Agreement shall lose time because of the observed holidays. If not requested to work, he/she shall be paid eight (8) hours straight time pay at the rate established in this Agreement or eight (8) hours at any escalated rate that may be in effect. Holidays shall be of twenty-four (24) hours duration. When required to work on holidays, the employee shall be paid two times the regular rate established in this Agreement or any escalated rate in effect.

65. There shall be no work required on Labor Day except in special cases of emergency.

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66. The observed holidays are Christmas, New Year's Day, Labor Day, Memorial Day (last Monday in the month of May), Independence Day and Thanksgiving Day. When any of the aforementioned holidays fall on Sunday, they will be observed on Monday. All weekly pay employees covered by this Agreement to be eligible for holiday pay must be available for work the first regularly scheduled work day prior to the holiday and be available for work the first regularly scheduled work day after the holiday.

67. Where steam boilers, power driven heaters or pumps are used on a continuous seven (7) day twenty-four (24) hours per day operation, overtime may be avoided by using four (4) shifts of Operating Engineers, each shift to work six (6) hours on a seven (7) day basis. Each Operating Engineer so employed shall be paid forty (40) hours at the applicable straight time rate and two (2) hours at double the applicable straight time rate. The aforementioned condition, where overtime may be avoided, can only be used upon the Employer's guarantee of a minimum thirty (30) days of operation. In the event the Employer cannot furnish thirty (30) days of employment after starting work under Paragraph 67, it is agreed that upon lay-off of employees the Employer will pay retroactive overtime to such laid-off employees from the start of this particular operation in accordance with Article VII, Paragraph 63 of this Agreement.

68. Job Master Mechanics and Operators of derricks, cranes, derrick cars on steel erection and on building construction and all winch trucks used in hoisting construction material and any type of hoist, shall command and receive the highest rate of pay and the same applicable premium pay and conditions for overtime where the rates or conditions for the Ironworkers, Boiler Makers, Pile Drivers and Pipefitters are higher than the rates specified in this Agreement for the foregoing classifications. To be eligible for the benefits of complementing the above mentioned trades, an Operator must be required to perform a specific operation which is directly related to the work which the other trades are performing.

69. Operating Engineers employed on any equipment within the jurisdiction of the International Union of Operating Engineers working in shafts, tunnels or storage caverns where natural earth or rock is undisturbed overhead, shall be paid fifty

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cents (\$.50) per hour above the rates in this Agreement or in addition to any escalated rate that may be in effect. This does not apply to open cut work.

70. Booms, including jib 150 feet through 180 feet in length, twenty-five cents (\$.25) per hour in addition to the established crane rate or any escalated crane rate that may be in effect.

71. Booms, including jib over 180 feet in length through 249 feet in length, fifty cents (\$.50) per hour in addition to the established crane rate or any escalated crane rate that may be in effect.

72. Booms, including jib of 250 feet and over in length, seventy-five cents (\$.75) per hour in addition to the established crane rate or any escalated crane rate that may be in effect.

73. Conventional cranes whether crawler or truck when used as a tower crane, the effective length of the mast and the boom combined, will be used to determine when these extra rates will be applied.

74. Tower Cranes, the height of the boom point from the first floor level of the project, will be used to determine when these extra rates will apply.

75. On jobs where crane-type or derrick-type machines are operated on floors above the first floor level of the building, twenty-five cents (\$.25) per hour shall be paid in addition to the established crane rate or any escalated rate that may be in effect.

## ARTICLE VIII

### CREWS AND GENERAL PROVISIONS

76. In all of the counties within the jurisdiction of this Agreement, crews shall be employed on all truck cranes, power shovels, cranes, rotary drills on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, pile driving machines and hoes, standard gauge locomotives, trench machines (over 24" wide) and horizontal directional drills (over 500,000 ft. lbs. thrust). Crews shall consist of an Operating Engineer and an Apprentice/Helper or Signalman on machines, regardless of motive of power, or an Operating Engineer and Fireman on steam machines.

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77A. Apprentice/Helpers are required on equipment two (2) yard capacity and over, and over eighty (80) ton crawler cranes. On remote control gradalls, Apprentice/Helpers shall be at the discretion of the Employer. Truck cranes, lattice boom, thirty (30) ton capacity and under, hydraulic truck cranes and all terrain cranes fifty (50) tons or less, an Oiler is not required. However, if someone other than an Operating Engineer is assigned to this work, this paragraph will be revoked on the project, and an Apprentice/Helper will be required for the remainder of the project.

77B. Oilers on jobs of thirty (30) days or more will be given a minimum of 30 minutes per day operating the machine they are assigned to (or a similar machine on the same project). If the Oiler cannot be trained to operate the machine to the satisfaction of the Employer then he/she shall be replaced.

78. Work of the Boiler Operator, Oiler/Helper, Registered Apprentice, and Signalman shall include getting up steam and greasing up, filling gas tanks and making the machine and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Oiler/Helper, Registered Apprentice, or Signalman is required to make gas or diesel machines ready to operate before the regular starting time, such Oiler/Helper, Registered Apprentice, or Signalman shall be paid one-half (1/2) hour's pay at one and one-half (1-1/2) times the regular rate. If, at the discretion of the Employer, a Boiler Operator or Registered Apprentice is required to get up steam and grease steam machines and make them ready to operate before regular starting time, then such Boiler Operator or Registered Apprentice shall be paid one (1) hour's pay at one and one-half (1-1/2) times the regular rate.

79. Oiler/Helpers, Registered Apprentices, Signalmen, Grease Truck Operators, when requested to work the regular one-half (1/2) hour lunch period, will eat their lunch prior to or after the regular one-half (1/2) hour lunch period in order to be able to oil, grease and repair machines during the regular one-half (1/2) hour lunch period at no extra pay.

80. More than one (1) shift may be worked in any twenty-four (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer. This starting time must be

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maintained five (5) days, Monday through Friday. However, more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period. Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift. When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2) hours work with eight (8) hours pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay shall constitute the third shift. For the purpose of overtime pay for multiple shift operations, a work day shall be determined by the starting time of the shift. In addition, the second shift will receive twenty-five cents (\$.25) per hour, third shift fifty cents (\$.50) per hour premium above the established rate of pay.

When warranted by a particular job's conditions, shift work may be instituted for less than five (5) consecutive days.

81. When it is necessary for equipment to be operated, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work. If an Apprentice/Helper is required, the Apprentice/Helper who is regularly assigned to the particular piece of equipment shall be given first choice to perform the Apprentice/Helper's duties. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic or Steward will be notified, when possible, of such emergency requirements.

82. Employees who are requested, referred and employed by Employers on the same day under hourly classifications in this Agreement shall be paid a minimum of eight (8) hours pay on the day they report to the job. Any overtime worked after the normal quitting time shall be paid at the proper overtime rate in addition to the eight (8) hours minimum first day pay guarantee.

83. If compressors, generators, boilers, hydraulic pumps or power pacs or any other type of power equipment is mounted piggyback on crane-type equipment requiring a crew, two (2) Operating Engineers will be employed at the Class "A" rate or any escalated rate in effect and under the weekly guarantee.

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If the crane does not ordinarily require a crew, see Paragraph 77, the employment of a second operator shall be at the discretion of the Employer. The jurisdiction of the Operating Engineers must be preserved, however, and if someone other than an Operating Engineer is used to operate the piggyback equipment, the contractor must immediately employ a second Operating Engineer at the Class "A" rate.

Where compressors up to 600 CFM or hydraulic pump, power pacs, etc. are operated and exclusively used to power attachments, such as hoe ram and other similar pieces of equipment, the equipment will be considered and manned as a piggyback operation. If a second person (Operating Engineer) is required, even though the equipment is located adjacent to the machine or crane and not mounted directly on the machine, the second person (Operating Engineer) operating the equipment is paid the Class "A" rate of pay for the day.

Where a second person is an apprentice, refer to the Registered Apprenticeship Wage Schedule on page 72.

If the crane does not require a crew, the auxiliary piece of equipment will be manned by an Operating Engineer and paid the appropriate rate of pay.

84. ZONES I, II and III - Toledo, and counties, Dayton and counties, Cincinnati and counties, Columbus and counties, Akron and counties, including Summit and Portage:

When a contractor has eight (8) or more major Operating Engineers (major Operating Engineers A, B and C classifications) employed in the District, he/she shall employ a Master Mechanic. In addition to the Master Mechanic required above, if a contractor has eight (8) or more Operating Engineers (major Operating Engineers A, B and C classifications) employed by him/her on any one job, he/she shall employ a Master Mechanic on that job. The Master Mechanic so employed shall be answerable to the Employer and must be a member of the International Union of Operating Engineers, Local 18. Job Master Mechanics so employed shall be paid at the rate specified herein or paid fifty cents (\$.50) per hour above the highest rate of any Operating Engineer working under his/her direction, whichever of these rates is higher.

85. Operators of equipment serviced by a Master Mechanic on a job site shall not be counted in the number of

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Operators within the District to determine when a Master Mechanic will be required for the District.

86. Employees shall be paid once each week, with not more than five (5) days withheld on the designated payday on the job prior to their normal quitting time. Failure to comply with this provision will require the Employer to pay these employees involved the double time rate if required to wait on the job. If required to return the next day to receive their pay, they shall be paid a minimum of four (4) hours at the hourly rate applicable for that day. These same conditions will apply to employees who are terminated after completion of their job assignment. In the event of the discharge of an employee, he/she shall be paid immediately or his/her time will continue until he/she is paid off properly. If not paid off by normal quitting time, the aforementioned requirements will be applied if he/she is required to return the next day for his/her pay. Any employee discharged for just cause will receive their paycheck by the end of the next pay period.

87. Paychecks will show the following information:

- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) All fringe contributions (to be shown as a total contribution)

88. Employees requiring relief for sickness or other causes must arrange for such relief before leaving the job site. Such relief shall be arranged through the Union District Office.

89. Employer agrees to carry Workers' Compensation or other equivalent liability insurance for the protection of all employees covered by this Agreement.

90. At the direction of the Employer's representative on the job, Operating Engineers shall be allowed proper time for necessary repairs and upkeep. During periods of major repairs there must be suitable shelter around equipment and heated from November through March.

91. On projects where at least eight (8) Operators are employed, the Employer, during the months of November 1

through April 30, will furnish a heated shelter where employees may change clothes.

92. Sanitary drinking water and toilet facilities will be available in compliance with the provisions of the applicable state code.

93. The Employer agrees, upon the termination of any employee covered by this Agreement, to furnish such employee so released with a termination slip at the time of release, showing reason for said release. (Union will provide uniform numbered slips in duplicate; original for employee, duplicate for the Employer's file.)

94. No supervisory employee shall perform productive work or operate equipment which would deny an Operating Engineer employee employment.

95. In the reduction of forces on any project, it is agreed that non-area residents will be the first to be laid off except for a limited number of key men as mutually agreed by the Union and the Employer at the Pre-Job Conference. Non-area residents are herein defined as those who have not resided in the State of Ohio or in counties contiguous thereto, nor in Boone, Campbell, Kenton and Pendleton counties in Kentucky, or in counties contiguous thereto, for a period of one (1) year.

96. When an Employer rents or leases equipment manned from an Employer in signed relations with this Union, the Engineer or Crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's employment by the lessee shall terminate upon the termination of the lease or rental of the equipment or any replacement thereof whichever is later.

97. When an Employer hires an Owner Operator with one (1) machine and the Owner Operator himself operates such single machine, the Owner Operator will be placed on the Employer's payroll. In the event that the above mentioned machine requires two (2) employees, such employees shall be placed on the Employer's payroll. However, when the Owner Operator has two (2) or more machines operating on the same job, he/she shall then be considered a sub-contractor and therefore come under the sub-contractors clause.

## ARTICLE IX

### TERM OF AGREEMENT

98. The Union will notify the Association which is signatory to this Agreement of the name and address of any contractor who becomes signatory to or bound by this Agreement during the term of this Agreement. The notice shall be given in writing within seven (7) days of the time any such contractor becomes signatory or bound hereto. The notice shall include a copy of the signature page of the contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the contractor became bound.

99. Within seven (7) days of the receipt of a notice from the Union of its intent to terminate or modify this Agreement, the Association will notify all such contractors of whom the Association has been notified by the Union. Each such contractor shall have thirty (30) days from the date the Association received the notice of intent to terminate or modify to advise the Union in writing of its intent to negotiate separately for a renewal agreement.

100. In the event any such contractor fails to advise the Union of its intent to negotiate separately within the time period set forth above, such contractor shall be deemed and presumed to agree to the terms and Agreement arrived at in negotiations between the Union and the Association and to be bound by the collective bargaining agreement resulting therefrom.

101. The provisions of this section shall operate for successive collective bargaining agreements until such time as the Contractor or Union gives timely notice that said party desires to negotiate separately. Said notice shall be given within the time periods provided in the termination clause of this Agreement or any successive collective bargaining agreement.

102. The provisions of this Agreement shall continue in force and effect through April 30, 2004 and thereafter from year-to-year until termination at the option of either party, after sixty (60) days notice in writing to the other party.

## ARTICLE X

### APPRENTICES

103. In order to maintain sufficient skilled mechanics for the industry and, in order to present proper learning opportunities for youth and, in order to effectuate the principles and desires of the negotiating parties created by the foregoing, the negotiators hereby fully subscribe to the Ohio Operating Engineers Apprenticeship Fund Agreement and Declaration of Trust dated 20 October 65 as if they had originally negotiated the same. The only limitation upon the program is the Affirmative Action Program here attached (Exhibit "B"). In addition to the proper rules, regulations, processes, and procedures enunciated by the Joint Apprenticeship and Training Committee established by the Trust of 20 October 65.

104. It is understood by the negotiating parties that a Registered Apprentice Engineer works under the direction of the Operating Engineer and the Joint Apprenticeship and Training Committee, and that the Operating Engineer shall see that he/she stays on the job, properly caring for his/her machine. The Employer shall give sufficient opportunity for the Registered Apprentice to operate under the supervision of the Operating Engineer when time and opportunity avails itself. The Area Coordinator of Apprentices shall be appraised periodically and by his request of performance to further the Registered Apprentices' learning situation. Registered Apprentices shall receive the scale enunciated by the Joint Apprenticeship and Training Committee in the time justified category that the Registered Apprentice has accomplished.

## ARTICLE XI

### CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM

105. The Employer and the Union agree to and approve the establishment of a Construction Industry Advancement Program to promote the common good of the Construction Industry by providing financial support for activities which may include but not necessarily be restricted to: (a) promotion of safety; (b) market development; (c) protection of legitimate markets; (d) public relations; (e) personnel practices and labor relations; (f) education; (g) industry relations; (h) apprentice-

ship training; (i) participation in Funds and Plans provided for in collective bargaining agreement, such as Health and Welfare Plans; and (j) collection and distribution of information from and to all segments of the Construction Industry and related groups or authorities.

106. Each Employer bound by this Agreement shall pay fourteen cents (\$.14) per hour worked effective May 1, 1998 to the AGC of Ohio Construction Industry Advancement Fund. Upon subsequent approval by the Health and Welfare Trustees, such checks shall be transmitted along with the Health and Welfare payments to the Ohio Operating Engineers Health & Welfare Office located at 1180 Dublin Road, Columbus, Ohio 43215, no later than the fifteenth (15th) day of the month immediately following the calendar month.

A. Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program for each hour worked by each employee within the bargaining unit:

| EFFECTIVE MAY 1, 1998 |       |       |
|-----------------------|-------|-------|
| Div.                  | State | Total |
| Toledo                | .10   | .24   |
| Akron                 | .14   | .22   |
| Dayton                | .08   | .22   |
| Columbus              | .05   | .19   |
| Cincinnati            | .035  | .175  |

B. By the fifteenth (15th) day of the month following the close of the reporting period, in addition to making the payment required by Article IV of this Agreement, each Employer, if working in that geographical area, shall reproduce and send a copy of their remittance report to the appropriate division office along with their check for the number of hours worked by covered employees, multiplied by the division rate per hour.

Payments required under this Article shall be addressed as follows: Toledo Construction Industry Advancement Program, 136 North Summit, Toledo, Ohio 43604; Akron Construction Industry Advancement Program, 495 Wolf Ledges, Akron, Ohio 44311; Dayton Construction Industry Advancement Program, 115 Linwood Street, Dayton, Ohio 45405; Columbus Industry Advancement Program, P.O. Box 16061, Columbus, Ohio 43216; Cincinnati Construction Industry Advancement Program, 1010 Yale Avenue, Cincinnati, Ohio 45206.

C. The Union shall have no participation or control of any kind or degree whatsoever nor shall the Union be connected in any way whatsoever with the Construction Industry Advancement Fund.

D. The Employer will hold the Union harmless from any liabilities arising out of the terms of Paragraph 105 through and inclusive of Paragraph 106D.

107. AGC of Ohio shall be the exclusive Administrator of the State Fund. Payments to the program shall be in accordance with instructions on forms furnished by the Association.

108. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payments and reports for each monthly contribution period shall be due on or before the fifteenth (15th) day of each month covering amounts due for the preceding month. If an Employer shall fail to make their payment when the same shall be due and payable, he shall be subject to an additional charge of one and one half percent (1-1/2%) per month until paid, to reimburse the Construction Industry Advancement Program for damages due to additional administrative expenses and impairment of reserves. In addition to the additional charges referred to herein, an Employer who fails to make timely payments shall be liable for legal fees and court costs incurred by the Association in collecting late payments.

109. Should there be any termination of payments allocable to the Construction Industry Advancement Program by reason of the expiration of this Agreement or for any other reason, the assets and Fund of the Construction Industry Advancement Program shall not be distributed among any Employers, or the Union, but shall be held by the Association, which shall continue to administer and expend such assets and funds for the purposes as set forth herein and subject to the conditions as also provided herein.

110. There is specifically excluded from the purposes of the Construction Industry Advancement Program the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during periods of work stoppages or strikes.

## ARTICLE XII

### UNION ADMINISTRATIVE DUES AND DEDUCTIONS

111. Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individually signed authorizations.

112. Credit Union savings will be agreed to only if deductions are the same for all employees and the Union is responsible for obtaining the voluntary authorization.

113. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of said deductions.

## ARTICLE XIII

### ENFORCEMENT MEASURES

114. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement as it relates to the Operating Engineers.

115. The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly relieved after giving ample notice of his/her intention to quit to the Employer.

116. The Union shall not transfer a Union person from one Employer to another without the consent of the Employer and the Union person involved. Neither shall the Employer transfer a Union person from his/her employ to another Employer's payroll without the consent of the Union person involved and the Union.

117. All employees of the Employer shall be allowed time to vote on Election Day as required by law on employees own time.

118. If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein, the Union agrees that such more favorable

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wage, rates and conditions shall automatically be extended to the Employer.

119. There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations. Either party may request a meeting with the other party to be held within fifteen (15) days of notification to the other party.

120. No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal primary picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional or illegal informational picket line shall be recognized.

## ARTICLE XIV

### NO STRIKE—NO LOCKOUT—ARBITRATION AND DISPUTES

121. The Company shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at or around the Company's office or work locations during the term of this Agreement.

122. Should a dispute arise between any of the parties, (Employee, Company, Association and/or Union) to this Agreement as to its meaning, intent or the application of its terms, this dispute will be settled in accordance with the following grievance procedure:

**STEP 1:** The aggrieved employee shall first take up his/her grievance orally with the Employer's Supervisor or Representative. The employee may, if he/she so desires, have his/her Steward appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3)

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working days of the occurrence or discovery of the grievance, but in no event will the grievance be honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

**STEP 2:** In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days after STEP 1 meeting, dated and signed along with the contract Article effected and submit the grievance to the District Business Representative and he/she and the Business Representative shall meet with the Employer's Representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then

**STEP 3:** The grievance may be referred to the State Joint Committee consisting of six (6) members, three (3) to be appointed by the Labor Relations Division of the AGC of Ohio and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the State Joint Committee, by majority vote (5 members or more), resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this agreement. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of its position and the Committee shall dispose of the case on the basis of such evidence. If no settlement is reached at this STEP within fifteen (15) working days from the date the grievance is referred, then

**STEP 4:** The grievance shall then be referred to an Arbitrator selected by the Committee referred to in STEP 3. If the parties cannot agree on an Arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of Arbitrators from which the Arbitrator shall be selected by the alternate striking of names.

**123.** The expenses and fees of the Arbitrator shall be shared equally by the parties. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties hereto.

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## ARTICLE XV

### DETERMINATION OF JURISDICTIONAL DISPUTES

**124.** Both parties to this Agreement agree to be bound by the terms and provisions of the Agreement creating the Impartial Disputes Board. In particular, both parties agree to be bound by the provision of the Agreement which states: Any decision or interpretation of the Impartial Disputes Board shall immediately be accepted and complied with by all parties signatory to this Agreement.

The parties hereto agree that in the event of a jurisdictional dispute with any other Union or Unions, the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accord with the Plan adopted by the Building Trades Department, AFL-CIO.

The parties hereto further agree that they will be bound by any decision or award of the Disputes Board. There shall be no stoppage of work or slowdown arising out of any such dispute. No jurisdictional work stoppages, and no jurisdictional picket lines shall be recognized.

This article of the contract will go into effect when the National A.G.C. reaffiliates with the Impartial Disputes Board.

## ARTICLE XVI

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**125.** The Union and the Employers during the term of this Agreement agree to use their best efforts to establish a master file of 1-9 employment eligibility verification forms on all members. This file will be maintained at the Union office and be available for the Employer's use.

## ARTICLE XVII

### SAVINGS AND SEPARABILITY

**126.** It is mutually agreed that if any clause, terms or provisions of this Agreement is or is hereafter found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, such clause, terms or provisions shall be or become inoperative of any effect without

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disturbing the other clauses, terms or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect. In the event that any clause, terms or provisions of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, said clause, terms or provisions shall be re-negotiated to the mutual satisfaction of the parties, but during such re-negotiation work shall not be interrupted or stopped by lockout, strikes, boycotts or other labor troubles.

## ARTICLE XVIII

### EFFECTIVE

127. This Agreement shall be effective May 1, 2001 and shall remain in force and in accordance with the terms of Article IX hereof. Wage rates and fringe payments shall be effective as designated by this Agreement.

128. IN WITNESS WHEREOF, WE, the undersigned duly authorized Employer Representatives and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES, (AFL-CIO) executed this Agreement on the 1st day of May, 2001.

### I.U.O.E. LOCAL 18 AND ITS BRANCHES

S/JAMES H. GARDNER  
Business Manager

S/THOMAS E. LOUIS  
President

S/LARRY F. MILLER  
Vice President

S/PATRICK L. SINK  
Recording-Corresponding  
Secretary

S/LARRY G. REYNOLDS  
Financial Secretary

S/CHARLES W. SCHERER  
Treasurer

S/CHARLES LAFASO, JR.

S/RICHARD E. DALTON

S/GERALD W. HALL

AGC OF OHIO LABOR  
RELATIONS DIVISION

S/RICHARD HOBBS  
Executive Director

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## EXHIBIT "A" WAGE RATES AND FRINGE CONTRIBUTIONS

ZONE I covering Summit and Portage counties:

Classification: MASTER MECHANIC

|   | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|---|----------|----------|----------|
| Health & Welfare  | 3.61     | 3.61     | 3.61     |
| Pension   | 3.00     | 3.00     | 3.00     |
| Apprenticeship  | .45      | .45      | .45      |
| IAP (State)   | .14      | .14      | .14      |
| and (Akron)   | .08      | .08      | .08      |
| E & S   | .04      | .04      | .04      |
| In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits. |          |          |          |

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**Classification: GROUP A**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$25.78  | \$26.83* | \$27.88* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Akron)      | .08      | .08      | .08      |
| E & S            | .04      | .04      | .04      |

\* In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

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**Operators of:**

Barrier Moving Machines  
Boiler Operators or Compressor Operators  
when compressor or boiler is mounted on  
crane (Piggyback Operation)  
Boom Trucks (all types)  
Cableways  
Cherry Pickers  
Combination—Concrete Mixers & Towers  
All Concrete Pumps with booms  
Cranes (all types)  
Derricks (all types)

Draglines  
Dredges (dipper, clam or suction) 3-man crew  
Elevating Graders or Euclid Loaders  
Floating Equipment  
Gradalls  
(Boom & Jib 150'-180'—\$26.03  
effective 5/1/2001)  
(Boom & Jib over 180' through 249'—\$26.28  
effective 5/1/2001)  
(Boom & Jib 250' and over—\$26.53  
effective 5/1/2001)

(Boom & Jib 150'-180'—\$27.08\*  
effective 5/1/2002)  
(Boom & Jib over 180' through 249'—\$27.33\*  
effective 5/1/2002)  
(Boom & Jib 250' and over—\$27.58\*  
effective 5/1/2002)  
(Boom & Jib 150'-180'—\$28.13\*  
effective 5/1/2003)  
(Boom & Jib over 180' through 249'—\$28.38\*  
effective 5/1/2003)  
(Boom & Jib 250' and over—\$28.63\*  
effective 5/1/2003)  
Forklift (rough terrain with winch/hoist)  
Helicopter Operators, hoisting building  
materials  
Helicopter Winch Operators, hoisting building  
materials  
Hoes (all types)  
Hoists (with two or more drums in use)  
Horizontal Directional Drill  
Hydraulic Gantry (lift system)  
Laser Finishing Machines  
Laser Screed and like equipment

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Lift Slab or Panel Jack Operators  
Locomotives (all types)  
Maintenance Engineers (Mechanic and/or  
Welder)  
Mixers, paving (multiple drum)  
Mobile Concrete Pumps, with booms  
Panelboards (all types on site)  
Pile Drivers  
Power Shovels  
Prentice Loader  
Rail Tamper (with automatic lifting and aligning  
device)  
Rotary Drills (all), used on caissons for  
foundations and sub-structure work  
Side Booms  
Slip Form Pavers  
Straddle Carriers (building construction  
on site)  
Trench Machines (over 24" wide)  
Tug Boats

**Classification: GROUP B**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$25.68  | \$26.73* | \$27.78* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Akron)      | .08      | .08      | .08      |
| E & S            | .04      | .04      | .04      |

\*In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

Asphalt Pavers  
Bobcat-type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs.  
Bulldozers  
C.M.I.-type equipment  
Concrete Grinder/Planer  
Endloaders  
Hydro Milling Machine  
Kolman-type Loaders (dirt loading)

Lead Greasemen  
Mucking Machines  
Pettibone-Rail Equipment  
Power Graders  
Power Scoops  
Power Scrapers  
Push Cats  
Vermeer-type Concrete Saw

**Classification: GROUP C**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$24.64  | \$25.69* | \$26.74* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Akron)      | .08      | .08      | .08      |
| E & S            | .04      | .04      | .04      |

\*In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

A-Frames  
Air Compressors, pressurizing shafts or tunnels  
Asphalt Rollers (all)  
Bobcat-type and/or Skid Steer Loader with or without attachments  
Bollers (15 lbs. pressure and over)  
All Concrete Pumps (without booms with 5" system)  
Fork Lifts (except masonry)  
Highway Drills-all types (with integral power)  
Hoists (with one drum)  
House Elevators (except those automatic call button controlled)  
Man Lifts

Mud Jacks  
Pressure Grouting  
Pump Operators (Installing or operating Well Points or other types of Dewatering Systems)  
Pumps (4" and over discharge)  
Railroad Tie Insertor/Remover  
Rotovator (Lime-Soil Stabilizer)  
Submersible Pumps (4" and over discharge)  
Switch & Tie Tampers (without lifting and aligning device)  
Trench Machines (24" and under)  
Utility Operators

**Classification: GROUP D**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$23.42  | \$24.47* | \$25.52* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Akron)      | .08      | .08      | .08      |
| E & S            | .04      | .04      | .04      |

\* In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

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Backfillers & Tampers  
Ballast Relocator  
Batch Plant Operators  
Bar and Joint Installing Machines  
Bull Floats  
Burlap and Curling Machines  
Cleplanes  
Compressors, on building construction  
Concrete Mixers, more than one bag  
Concrete Mixers, one bag capacity (side loaders)  
All Concrete Pumps (without boom with 4" or smaller system)  
Concrete Spreaders

Conveyors, used for handling materials  
Crushers  
Deckhands  
Drum Firemen (in asphalt plants)  
Farm-type Tractors, pulling attachments  
Finishing Machines  
Form Trenchers  
Generators  
Gunit Machine  
Hydro-seeders  
Pavement Breakers (hydraulic or cable)  
Post Drivers  
Post Hole Diggers

Pressure Pumps (over 1/2" discharge)  
Road Widening Trenchers  
Rollers, except asphalt rollers  
Self-propelled Sub-graders  
Shotcrete Machines

Tire Repairmen  
Tractors, pulling sheepfoot post roller or grader  
VAC/ALLS  
Vibratory Compactors, with integral power  
Welders

**Classification: GROUP E**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$18.73  | \$19.48* | \$20.23* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Akron)      | .08      | .08      | .08      |
| E & S            | .04      | .04      | .04      |

\* In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

Allen Screed Paver (concrete)  
Boilers (less than 15 lbs. pressure)  
Directional Drill "Locator"  
Inboard, Outboard Motor Boat Launches  
Light Plant Operators  
Masonry Fork Lifts  
Oilers/Helpers

Power Driven Heaters (oil fired)  
Power Scrubbers  
Power Sweepers  
Pumps (under 4" discharge)  
Signalmen  
Submersible Pumps (under 4" discharge)

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**EXHIBIT "A"**  
**WAGE RATES AND FRINGE CONTRIBUTIONS**

**ZONE II** covering Lucas and Wood counties:

Classification: **MASTER MECHANIC**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$25.29  | \$26.34* | \$27.39* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Toledo)     | .10      | .10      | .10      |
| E & S            | .04      | .04      | .04      |

62 \*In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

Classification: **GROUP A**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$25.04  | \$26.09* | \$27.14* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Toledo)     | .10      | .10      | .10      |
| E & S            | .04      | .04      | .04      |

63 \*In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

Operators of:

64 Barrier Moving Machines  
 Boiler Operators or Compressor Operators,  
 when compressor or boiler is mounted on  
 crane (Piggyback Operation)  
 Boom Trucks (all types)  
 Cableways  
 Cherry Pickers  
 Combination—Concrete Mixers & Towers  
 All Concrete Pumps with booms  
 Cranes (all types)  
 Derricks (all types)  
 Draglines  
 Dredges (dipper, clam or suction) 3-man crew  
 Elevating Graders or Euclid Loaders  
 Floating Equipment  
 Forklift (rough terrain with winch/hoist)

Gradalls  
 Helicopter Operators, hoisting building  
 materials  
 Hoes (all types)  
 Hoists (with two or more drums in use)  
 Horizontal Directional Drill  
 Hydraulic Gantry (lift system)  
 Laser Finishing Machines  
 Laser Screed and like equipment  
 Lift Slab or Panel Jack Operators  
 Locomotives (all types)  
 Maintenance Engineers (Mechanic and/or  
 Welder)  
 Mixers, paving (multiple drum)  
 Mobile Concrete Pumps, with booms  
 (Continued on next page)

Panelboards (all types on site)  
 (Boom & Jib 150'-180'—\$25.29  
 effective 5/1/2001)  
 (Boom & Jib over 180' through 249'—\$25.54  
 effective 5/1/2001)  
 (Boom & Jib 250' and over—\$25.79  
 effective 5/1/2001)  
 (Boom & Jib 150'-180'—\$26.34\*  
 effective 5/1/2002)  
 (Boom & Jib over 180' through 249'—\$26.59\*  
 effective 5/1/2002)  
 (Boom & Jib 250' and over—\$26.84\*  
 effective 5/1/2002)  
 (Boom & Jib 150'-180'—\$27.39\*  
 effective 5/1/2003)  
 (Boom & Jib over 180' through 249'—\$27.64\*  
 effective 5/1/2003)

(Boom & Jib 250' and over—\$27.89\*  
 effective 5/1/2003)  
 Pile Drivers  
 Power Shovels  
 Prentice Loader  
 Rail Tamper (with automatic lifting and-aligning  
 device)  
 Rotary Drills (all), used on caissons for  
 foundations and sub-structure work  
 Side Booms  
 Slip Form Pavers  
 Straddle Carriers (building construction on site)  
 Trench Machines (over 24" wide)  
 Tug Boats

#### Classification: GROUP B

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
| Health & Welfare | \$24.92  | \$25.97* | \$27.02* |
| Pension          | 3.61     | 3.61     | 3.61     |
| Apprenticeship   | 3.00     | 3.00     | 3.00     |
| IAP (State)      | .45      | .45      | .45      |
| and (Toledo)     | .14      | .14      | .14      |
| E & S            | .10      | .10      | .10      |
|                  | .04      | .04      | .04      |

\* In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

#### Operators of:

Asphalt Pavers  
 Bobcat-type and/or Skid Steer Loader with hoe  
 attachment greater than 7,000 lbs.  
 Bulldozers  
 C.M.I.-type equipment  
 Concrete Grinder/Planer  
 Endloaders  
 Hydro Milling Machine  
 Kolman-type Loaders (dirt loading)

Lead Greasemen  
 Mucking Machines  
 Pettibone-Rail Equipment  
 Power Graders  
 Power Scoops  
 Power Scrapers  
 Push Cats  
 Vermeer-type Concrete Saw

**Classification: GROUP C**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$23.88  | \$24.93* | \$25.98* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Toledo)     | .10      | .10      | .10      |
| E & S            | .04      | .04      | .04      |

\* In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

A-Frames  
Air Compressors, pressurizing shafts or tunnels  
Asphalt Rollers (all)  
Bobcat-type and/or Skid Steer Loader with or without attachments  
Boilers (15 lbs. pressure and over)  
All Concrete Pumps (without booms with 5" system)  
Fork Lifts (except masonry)  
Highway Drills-all types (with integral power)  
Hoists (with one drum)  
House Elevators (except those automatic call button controlled)

Man Lifts  
Mud Jacks  
Pressure Grouting  
Pump Operators (installing or operating well points or other types of dewatering systems)  
Pumps (4" and over discharge)  
Railroad Tie Insertor/Remover  
Rotovator (Lime-Soil Stabilizer)  
Submersible Pumps (4" and over discharge)  
Switch & Tie Tampers (without lifting and aligning device)  
Trench Machines (24" and under)  
Utility Operators

**Classification: GROUP D**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$22.70  | \$23.75* | \$24.80* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Toledo)     | .10      | .10      | .10      |
| E & S            | .04      | .04      | .04      |

\* In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

Ballast Relocator  
Backfillers and Tampers  
Batch Plant Operators  
Bar and Joint Installing Machines  
Bull Floats  
Burlap and Curing Machines  
Clefplanes  
Compressors, on building construction  
Concrete Mixers, capacity more than one bag  
Concrete Mixers, one bag capacity (side loaders)  
All Concrete Pumps without booms and with 4" system or smaller

Concrete Spreaders  
Conveyors, used for handling building material  
Crushers  
Deckhands  
Drum Firemen (in asphalt plants)  
Farm-type Tractors, pulling attachments  
Finishing Machines  
Form Trenchers  
Generators  
Gunite Machines  
Hydro-seeders  
Pavement Breakers (hydraulic or cable)

(Continued on next page)

Post Drivers  
 Post Hole Diggers  
 Pressure Pumps (over 1/2" discharge)  
 Road Widening Trenchers  
 Rollers (except asphalt rollers)  
 Self-Propelled Power Spreaders  
 Self-Propelled Sub-Graders

Shotcrete Machines  
 Tire Repairmen  
 Tractors, pulling sheepfoot roller or grader  
 VAC/ALLS  
 Vibratory Compactors, with integral power  
 Welder

**Classification: GROUP E**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$17.84  | \$18.59* | \$19.34* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Toledo)     | .10      | .10      | .10      |
| E & S            | .04      | .04      | .04      |

\* In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

Allen Screed paver (concrete)  
 Boilers (less than 15 lbs. pressure)  
 Directional Drill "Locator"  
 Inboard, Outboard Motor Boat Launches  
 Light Plant Operators  
 Masonry Fork Lifts

Oilers/Helpers  
 Power Driven Heaters (oil fired)  
 Power Scrubbers  
 Power Sweepers  
 Pumps (under 4" discharge)  
 Signalmen  
 Submersible Pumps (under 4" discharge)

**EXHIBIT "A"**  
**WAGE RATES AND FRINGE CONTRIBUTIONS**

**ZONE III** covering Akron and counties, Cincinnati and counties, Columbus and counties, Dayton and counties, and Toledo and counties:

For AKRON and the following counties: Ashland, Belmont, Carroll, Coshocton, Guemsey, Harrison, Holmes, Jefferson, Monroe, Noble, Richland, Stark, Tuscarawas, Washington and Wayne.

For CINCINNATI and the following counties: Adams, Athens, Brown, Clermont, Gallia, Hamilton, Highland, Jackson, Lawrence, Meigs, Morgan, Ross, Scioto and Vinton. In Kentucky, the counties of Boone, Campbell, Kenton and Pendleton.

For COLUMBUS and the following counties: Crawford, Delaware, Fairfield, Franklin, Hocking, Knox, Licking, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Union and Wyandot.

For DAYTON and the following counties: Auglaize, Butler, Champaign, Clark, Clinton, Darke, Fayette, Greene, Logan, Madison, Mercer, Miami, Montgomery, Preble, Shelby and Warren.

For TOLEDO and the following counties: Allen, Defiance, Fulton, Hancock, Hardin, Henry, Ottawa, Paulding, Putnam, Sandusky, Seneca, Van Wert and Williams.

**Classification: MASTER MECHANIC**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$24.54  | \$25.59* | \$26.64* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Akron)      | .08      | .08      | .08      |
| and (Cincinnati) | .035     | .035     | .035     |
| and (Columbus)   | .05      | .05      | .05      |
| and (Dayton)     | .08      | .08      | .08      |
| and (Toledo)     | .10      | .10      | .10      |
| E & S            | .04      | .04      | .04      |

\*In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Classification: GROUP A**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$24.29  | \$25.34* | \$26.39* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Akron)      | .08      | .08      | .08      |
| and (Cincinnati) | .035     | .035     | .035     |
| and (Columbus)   | .05      | .05      | .05      |
| and (Dayton)     | .08      | .08      | .08      |
| and (Toledo)     | .10      | .10      | .10      |
| E & S            | .04      | .04      | .04      |

\*In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

Barrier Moving Machine  
 Boiler Operators or Compressor Operators,  
 when compressor or boiler is mounted on  
 crane (Piggyback Operation)  
 Boom Trucks (all types)  
 Cableways  
 Cherry Pickers  
 Combination—Concrete Mixers & Towers  
 All Concrete Pumps with booms  
 Cranes (all types)

Derricks (all types)  
 Draglines  
 Dredges (dipper, clam or suction) 3-man crew  
 Elevating Graders or Euclid Loaders  
 Floating Equipment  
 Gradalls  
 (Boom & Jib 150'-180'—\$24.54  
 effective 5/1/2001)  
 (Boom & Jib over 180' through 249'—\$24.79  
 effective 5/1/2001)

(Continued on next page)

|    |   |  |
|----|---|--|
| 66 | (Boom & Jib 250' and over—\$25.04 effective 5/1/2001)           | Hydraulic Gantry (lift system)   |
|    | (Boom & Jib 150'-180'—\$25.59* effective 5/1/2002)              | Laser Finishing Machines   |
|    | (Boom & Jib over 180' through 249'—\$25.84* effective 5/1/2002) | Laser Screed and like equipment  |
|    | (Boom & Jib 250' and over—\$26.09* effective 5/1/2002)          | Lift Slab or Panel Jack Operators  |
|    | (Boom & Jib 150'-180'—\$26.64* effective 5/1/2003)              | Locomotives (all types)  |
|    | (Boom & Jib over 180' through 249'—\$26.89* effective 5/1/2003) | Maintenance Engineers (Mechanic and/or Welder)                               |
|    | (Boom & Jib 250' and over—\$27.14* effective 5/1/2003)          | Mixers, paving (Multiple Drum)   |
|    | Forklift (rough terrain with winch/hoist)                       | Mobile Concrete Pumps, with booms  |
|    | Helicopter Operators, hoisting building materials               | Panelboards (all types on site)  |
|    | Helicopter Winch Operators, hoisting building materials         | Pile Drivers   |
|    | Hoes (all types)  | Power Shovels  |
|    | Hoists (with two or more drums)                                 | Prentice Loader  |
|    | Horizontal Directional Drill                                    | Rail Tamper (with automatic lifting and aligning device)                     |
|    |   | Rotary Drills (all), used on caissons for foundations and sub-structure work |

|    |                         |          |          |          |
|----|-------------------------|----------|----------|----------|
| 67 | Classification: GROUP B |          |          |          |
|    |                         | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|    |                         | \$24.17  | \$25.22* | \$26.27* |
|    | Health & Welfare        | 3.61     | 3.61     | 3.61     |
|    | Pension                 | 3.00     | 3.00     | 3.00     |
|    | Apprenticeship          | .45      | .45      | .45      |
|    | IAP (State)             | .14      | .14      | .14      |
|    | and (Akron)             | .08      | .08      | .08      |
|    | and (Cincinnati)        | .035     | .035     | .035     |
|    | and (Columbus)          | .05      | .05      | .05      |
|    | and (Dayton)            | .08      | .08      | .08      |
|    | and (Toledo)            | .10      | .10      | .10      |
|    | E & S                   | .04      | .04      | .04      |

\*In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

Operators of:

Asphalt Pavers  
 Bobcat type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs.  
 Bulldozers  
 C.M.I.-type equipment  
 Concrete Grinder/Planer  
 Endloaders  
 Hydro Milling Machine

Kolman-type Loaders (dirt loading)  
 Lead Greasemen  
 Mucking Machines  
 Pettibone-Rail Equipment  
 Power Graders  
 Power Scoops  
 Power Scrapers  
 Push Cats  
 Vermeer-type Concrete Saw

**Classification: GROUP C**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$23.13  | \$24.18* | \$25.23* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Akron)      | .08      | .08      | .08      |
| and (Cincinnati) | .035     | .035     | .035     |
| and (Columbus)   | .05      | .05      | .05      |
| and (Dayton)     | .08      | .08      | .08      |
| and (Toledo)     | .10      | .10      | .10      |
| E & S            | .04      | .04      | .04      |

\* In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

A-Frames  
Air Compressors, pressurizing shafts or tunnels  
Asphalt Rollers (all)  
Bobcat type and/or Skid Steer Loader with or without attachments  
Boilers (15 lbs. pressure and over)  
All Concrete Pumps without booms and with 5" system  
Fork Lifts (except masonry)

Highway Drills-all types (with integral power)  
Hoists (with one drum)  
House Elevators (except those automatic call button controlled)  
Man Lifts  
Mud Jacks  
Pressure Grouting  
Pump Operators (installing or operating well points or other types of dewatering systems)

Pumps (4" and over discharge)  
Railroad Tie Insertor/Remover  
Rotovator (Lime-Soil Stabilizer)  
Submersible Pumps (4" and over discharge)

Switch & Tie Tampers (without lifting and aligning device)  
Trench Machines (24" and under)  
Utility Operators

**Classification: GROUP D**

|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
|                  | \$21.95  | \$23.00* | \$24.05* |
| Health & Welfare | 3.61     | 3.61     | 3.61     |
| Pension          | 3.00     | 3.00     | 3.00     |
| Apprenticeship   | .45      | .45      | .45      |
| IAP (State)      | .14      | .14      | .14      |
| and (Akron)      | .08      | .08      | .08      |
| and (Cincinnati) | .035     | .035     | .035     |
| and (Columbus)   | .05      | .05      | .05      |
| and (Dayton)     | .08      | .08      | .08      |
| and (Toledo)     | .10      | .10      | .10      |
| E & S            | .04      | .04      | .04      |

\* In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

**Operators of:**

Ballast Relocator  
Backfillers and Tampers  
Batch Plant Operators

Bar and Joint Installing Machines  
Bull Floats  
Burlap and Curing Machines

(Continued on next page)

70 Clefplanes  
Compressors, on building construction  
Concrete Mixers, capacity more than one bag  
Concrete Mixers, one bag capacity (side  
loaders)  
All Concrete Pumps without booms with  
4" or smaller system  
Concrete Spreading Machines  
Conveyors, used for handling building  
materials  
Crushers  
Deckhands  
Drum Firemen in asphalt plants  
Farm-type Tractors, pulling attachments  
Finishing Machines  
Form Trenchers  
Generators

Gunite Machines  
Hydro-seeders  
Pavement Breakers (hydraulic or cable)  
Post Drivers  
Post Hole Diggers  
Pressure Pumps (over 1/2" discharge)  
Road Widening Trenchers  
Rollers (except asphalt)  
Self-propelled Power Spreaders  
Self-propelled Sub-graders  
Shotcrete Machines  
Tire Repairmen  
Tractors, pulling sheepfoot rollers or graders  
VAC/ALLS  
Vibratory Compactors, with integral power  
Welder Operators

Classification: **GROUP E**

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|                  | 5/1/2001 | 5/1/2002 | 5/1/2003 |
|------------------|----------|----------|----------|
| Health & Welfare | \$17.09  | \$17.84* | \$18.59* |
| Pension          | 3.61     | 3.61     | 3.61     |
| Apprenticeship   | 3.00     | 3.00     | 3.00     |
| IAP (State)      | .45      | .45      | .45      |
| and (Akron)      | .14      | .14      | .14      |
| and (Cincinnati) | .08      | .08      | .08      |
| and (Columbus)   | .035     | .035     | .035     |
| and (Dayton)     | .05      | .05      | .05      |
| and (Toledo)     | .08      | .08      | .08      |
| E & S            | .10      | .10      | .10      |
|                  | .04      | .04      | .04      |

\*In the second and third years, monies may be diverted from the wage packages in Zones I, II & III to Fringe Benefits.

Operators of:

Allen Screed Paver (concrete)  
Bollers (less than 15 lbs. pressure)  
Directional Drill "Locator"  
Inboard, Outboard Motor Boat Launches  
Light Plant Operators

Masonry Fork Lifts  
Oilers/Helpers and Signalmen  
Power Driven Heaters (oil fired)  
Power Scrubbers  
Power Sweepers  
Pumps (under 4" discharge)  
Submersible Pumps (under 4" discharge)

**REGISTERED APPRENTICESHIP WAGE SCHEDULE****ZONE I, ZONE II, ZONE III**

|  |  |
|--|--|
| First Year Apprentice<br>50% of Class "A"  | Third Year Apprentice<br>70% of Class "A"  |
| Second Year Apprentice<br>60% of Class "A" | Fourth Year Apprentice<br>80% of Class "A" |

A new classification of Trainee is hereby established and the rates of pay are as follows:

|  |  |
|--|--|
| First Year Trainee<br>60% of Bulldozer Rate  | Third Year Trainee<br>75% of Bulldozer Rate  |
| Second Year Trainee<br>60% of Bulldozer Rate | Fourth Year Trainee<br>90% of Bulldozer Rate |

There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment.

The rates paid to the Apprentice or Trainee shall not exceed the classification rate the Apprentice or Trainee is working. For every five (5) Operating Engineer Journeymen employed, there may be employed one (1) Registered Apprentice Engineer or Trainee. Through the referral, Employers may employ Registered Apprentices or Trainees within this limitation when they are available. Any increase in the Apprenticeship contributions, agreed by the parties, will be shared equally by the Union and Employer.

**SPECIAL RATES**

Any work under A, B and C as described in Article I of this Agreement awarded subsequent from the effective date of this Agreement, then the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

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**EXHIBIT "B"****AFFIRMATIVE ACTION PROGRAM**

1. Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion or national origin.

2. The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment; upgrading; demotion or transfer; recruitment and recruitment advertising; lay-off or termination; rate of pay and selection for all types of training.

3. In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

**A. APPRENTICESHIP**

The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers Apprenticeship Program:

1. Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies and state employment offices.

2. Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.

3. Notify all interested agencies and parties thirty (30) days prior to the period for taking applications; and making such interested agency or parties aware of the nature of all tests in order to facilitate a proper pre-test educational effort.

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4. Provide application forms for apprenticeship and adequate instruction for properly preparing same upon request, during recruitment period at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.

5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation and mechanical skills suitable for the craft of Operating Engineer.

6. May have the test administered by an agency other than the Operating Engineers Apprenticeship Program and uniformly and numerically graded.

7. Interview sufficient applicants personally by teams consisting of one representative of Management and one of the Union who shall independently grade each applicant individually and then average the scores.

8. When an applicant fails to achieve acceptance, the Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.

9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a Participating Employer, the Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures as well as the operation and maintenance of the same and teach him/her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.

10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:

A. Having management supervision on the job make every effort to assist and encourage minority group apprentices and to welcome such individuals to the job;

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B. Have each apprentice and pre-apprentice trainee assigned to a Journeyman Operating Engineer for help and assistance, and

C. Have Union officers inform the membership of the Importance of making welcome all minority groups into the Union, and

D. The education, training requirements and disciplines of registered apprentices shall be governed by the Apprenticeship Joint Apprenticeship and Training Committee and Standards.

#### B. JOURNEYPEOPLE

1. The parties will undertake a joint training program to assure equal opportunity to all journeypeople who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.

2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the reasons for such determination shall be noted in writing and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.

3. Each member of the Local will be advised of this Agreement and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program by any Contractor shall be accepted in lieu of that portion of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

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The parties shall from the date of this Agreement, when required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

## ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the AGC of Ohio Labor Relations Division does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the AGC of Ohio Labor Relations Division with the International Union of Operating Engineers, Local 18 and its Branches, (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits, and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Employer (Printed)

Employer Address

City

State

Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES, (AFL-CIO)

District Representative (Signature)

CONTRACTORS COPY

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(USE NO CARBON)

**ACCEPTANCE OF AGREEMENT**

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the AGC of Ohio Labor Relations Division does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the AGC of Ohio Labor Relations Division with the International Union of Operating Engineers, Local 18 and its Branches, (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits, and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees and the terms and conditions of the Trusts as if made by the undersigned.

\_\_\_\_\_  
**Name of Employer (Printed)**

\_\_\_\_\_  
**Employer Address**

\_\_\_\_\_  
**City**                      **State**                      **Zip Code**

\_\_\_\_\_  
**Area Code & Telephone**

\_\_\_\_\_  
**Authorized Employer Representative (Signature) Date**

\_\_\_\_\_  
**Authorized Employer Representative (Printed)**

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
 LOCAL 18 AND ITS BRANCHES, (AFL-CIO)

\_\_\_\_\_  
**District Representative (Signature)**

HEADQUARTERS COPY      79      (USE NO CARBON)

**ACCEPTANCE OF AGREEMENT**

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the AGC of Ohio Labor Relations Division does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the AGC of Ohio Labor Relations Division with the International Union of Operating Engineers, Local 18 and its Branches, (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits, and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees and the terms and conditions of the Trusts as if made by the undersigned.

\_\_\_\_\_  
**Name of Employer (Printed)**

\_\_\_\_\_  
**Employer Address**

\_\_\_\_\_  
**City**                      **State**                      **Zip Code**

\_\_\_\_\_  
**Area Code & Telephone**

\_\_\_\_\_  
**Authorized Employer Representative (Signature) Date**

\_\_\_\_\_  
**Authorized Employer Representative (Printed)**

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
 LOCAL 18 AND ITS BRANCHES, (AFL-CIO)

\_\_\_\_\_  
**District Representative (Signature)**

UNION DISTRICT COPY      **81**      (USE NO CARBON)

**ACCEPTANCE OF AGREEMENT**

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the AGC of Ohio Labor Relations Division does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the AGC of Ohio Labor Relations Division with the International Union of Operating Engineers, Local 18 and its Branches, (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits, and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees and the terms and conditions of the Trusts as if made by the undersigned.

\_\_\_\_\_  
**Name of Employer (Printed)**

\_\_\_\_\_  
**Employer Address**

\_\_\_\_\_  
**City**                      **State**                      **Zip Code**

\_\_\_\_\_  
**Area Code & Telephone**

\_\_\_\_\_  
**Authorized Employer Representative (Signature) Date**

\_\_\_\_\_  
**Authorized Employer Representative (Printed)**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
 LOCAL 18 AND ITS BRANCHES, (AFL-CIO)**

\_\_\_\_\_  
**District Representative (Signature)**

**FRINGE OFFICE COPY**

**83**

**(USE NO CARBON)**

OOE 000285

**ACCEPTANCE OF AGREEMENT**

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the AGC of Ohio Labor Relations Division does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the AGC of Ohio Labor Relations Division with the International Union of Operating Engineers, Local 18 and its Branches, (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits, and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees and the terms and conditions of the Trusts as if made by the undersigned.

\_\_\_\_\_  
Name of Employer (Printed)

\_\_\_\_\_  
Employer Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Area Code & Telephone

\_\_\_\_\_  
Authorized Employer Representative (Signature) Date

\_\_\_\_\_  
Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES, (AFL-CIO)

\_\_\_\_\_  
District Representative (Signature)

ASSOCIATION COPY

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(USE NO CARBON)

|                  |             |
|------------------|-------------|
| NEW              | OLD         |
| CODE No. CHECKED | ASSIGNED BY |

9264

### ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

A & K Rock Drilling  
Name of Employer (Printed)

26355 country rd 42  
Employer Address

Danville  
City

Ohio  
State

43014  
Zip Code

740 599 5727  
Area Code & Telephone

Gregory Klock Feb 6<sup>th</sup> 2008  
Authorized Employer Representative (Signature) (Date)

Gregory Klock  
Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

John H. Bunker  
District Representative (Signature)

FRINGE OFFICE COPY

(ORIGINAL SIGNATURE)

|                  |        |
|------------------|--------|
| CODE No.         | 539264 |
| NEW              | OLD    |
| CODE No. CHECKED |        |
| ASSIGNED BY      | JA     |

### ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

ARK IDCKILL  
Name of Employer (Printed)

20355 COUNTY RD 113  
Employer Address

20355 City Ohio State 43014 Zip Code

745 579 5729 Area Code & Telephone 43014

GREGORY K. HARTMAN Authorized Employer Representative (Signature) 5/5/14 (Date)

GREGORY K. HARTMAN  
Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

GREGORY A. RINGLUND  
District Representative (Signature)

FRINGE OFFICE COPY

(USE NO CARBON)

|                  |   |
|------------------|---|
| CODE No.         | 5709264                                 |
| NEW              | <input checked="" type="checkbox"/> OLD |
| CODE No. CHECKED |   |
| ASSIGNED BY      | 5/11                                    |

**ACCEPTANCE OF AGREEMENT**

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the AGC of Ohio Labor Relations Division does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the AGC of Ohio Labor Relations Division with the International Union of Operating Engineers, Local 18 and its Branches, (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits, and agree to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees and the terms and conditions of the Trusts as if made by the undersigned.

ALL ROCK DRILLING INC  
Name of Employer (Printed)

26355 CO. RD. 42  
Employer Address

Danville OHIO 43019  
City State Zip Code

740-599-5729  
Area Code & Telephone

Gregory Kluft 3-21-02  
Authorized Employer Representative (Signature) Date

Gregory Kluft  
Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES, (AFL-CIO)

[Signature]  
District Representative (Signature)

FRINGE OFFICE COPY

83

(USE NO CARBON)

CODE No. 569264  
 NEW ☒ OLD ☐  
 CODE No. CHECKED  
 ASSIGNED BY JA

**ACCEPTANCE OF AGREEMENT**

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agree to be bound by any Trust Agreement hereafter entered into between these parties and agree to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

At K Drilling Inc  
 Name of Employer (Printed)  
26355 County Rd 92  
 Employer Address  
Manville Ohio 43014  
 City State Zip Code  
740 599-5729  
 Area Code & Telephone  
Gregory Klott 9/2/02  
 Authorized Employer Representative (Signature) (Date)  
Gregory Klott  
 Authorized Employer Representative (Printed)  
 INTERNATIONAL UNION OF OPERATING ENGINEERS,  
 LOCAL 18 AND ITS BRANCHES (AFL-CIO)  
Joe Lauer  
 District Representative (Signature)

FRINGE OFFICE COPY

(USE NO CARBON)

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